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Chapter 11 Trustee



**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**NORTHERN DIVISION**

In re  
HVI CAT CANYON, INC.,  
Debtor.

Case No. 9:19-bk-11573-MB

Chapter 11

**ORDER AUTHORIZING (A) THE  
TRUSTEE'S SALE TO REDU  
HOLDINGS, LLC OF ASSETS FREE AND  
CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES AND INTERESTS, (B)  
THE ASSUMPTION AND ASSIGNMENT  
OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED  
LEASES, RELATED CURE AMOUNTS,  
AND (C) GRANTING RELATED RELIEF**

DATE: October 8, 2020  
TIME: 10:00 a.m.  
PLACE: Courtroom 201  
1415 State Street  
Santa Barbara, California

On October 8, 2020, at 10:00 a.m. (the "Sale Hearing") there came before the United States  
Bankruptcy Court for the Central District of California, Northern Division (the "Court"), the  
Honorable Martin R. Barash, United States Bankruptcy Judge, presiding, a hearing on *Trustee's*  
*Notice of Motion and Motion for Orders: (A) Approving Sale Of Substantially All Of the Estate's*  
*Assets, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and*

1 *Unexpired Leases, and (C) Granting Related Relief (docket no. 1221), (the “Motion”)*<sup>1</sup> filed by  
2 Michael A. McConnell, the Chapter 11 Trustee (the “Trustee”)<sup>2</sup> for the estate of HVI Cat Canyon,  
3 Inc. (the “Debtor”). Eric P. Israel of Danning, Gill, Israel & Krasnoff, LLP appeared via Zoom.gov  
4 on the Motion for the Trustee, and all other appearances were as noted on the record of the hearing.

5 The Court having read and considered the Motion and all papers filed in support thereof,  
6 including the Trustee’s supplements thereto and the Notices, Oppositions and Responses filed by  
7 California Department of Conservation, Geologic Energy Management Div. (*docket no. 1294*),  
8 Stephen Fisher, as Trustee of the Nancy W. Ashton Revocable Trust, Elizabeth Esser, and Roman  
9 Catholic Archbishop of Los Angeles (*docket no. 1298*), the United States of America on behalf of  
10 USEPA and US Coast Guard (*docket no. 1304*), Buganko, LLC, Janet K. Ganong Estate and Living  
11 Trust (*docket no. 1305*), Chamberlin Oil LLC (*docket no. 1307*), Gary K. Kaestner, Trustee of the  
12 Conzelman Family Trust (*docket no. 1308*), County of Santa Barbara, California, Santa Barbara  
13 Air Pollution Control District (*docket no. 1312*), GLR, LLC, and GRL, LLC (*docket no. 1313*),  
14 Jane A. and John S. Adams, Trustees (*docket no. 1314*), Guarantee Royalties, Inc., and Laor  
15 Liquidating Associates, LP (*docket nos. 1316 and 1357*), County of Santa Barbara; County  
16 Treasurer Tax Collector (*docket no. 1317*), Goodwin “A” Mineral Owners Group et al. (*docket no.*  
17 *1319*), Union Oil Company of CA (*docket no. 1323*), California Asphalt Production, Inc., GIT,  
18 Inc., GTL1, LLC (*docket no. 1324*), and State College LLC (*docket no. 1342*) (collectively, the  
19 “Objections”), it appearing that the relief requested in the Motion for entry of an Order (this  
20 “Order”) (a) authorizing the sale (the “Sale”) of the Assets (defined as REDU Assets in the Motion)  
21 to Redu Holdings, LLC. (the “Buyer”), pursuant to the Purchase and Sale Agreement between the  
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25 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the  
26 APA (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a  
capitalized but undefined term, the meaning ascribed to such term in the APA shall control.

27 <sup>2</sup> All references to the “Trustee” shall include the Seller, the Debtor and the bankruptcy estate (the “Estate”), as the  
context requires.

1 Trustee and the Buyer, dated as of September 18, 2020 (together with all other documents  
2 contemplated thereby, as such agreement may be amended, restated or supplemented, the “APA”),  
3 a copy of which is attached as Exhibit 1 to the *Notice of Submission of Executed REDU Purchase*  
4 *Agreement* (docket no. 1328), free and clear of all Liens, Claims, and Interests (each as defined  
5 herein); (b) authorizing the assumption and assignment of certain executory contracts and  
6 unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the  
7 Motion; and the Court having entered the *Order (A) Establishing Bidding Procedures for the Sale*  
8 *of Substantially All of the Estate’s Assets, (B) Establishing Procedures for Assumption and*  
9 *Assignment of Certain Executory Contracts and Unexpired Leases, Including Notice of Proposed*  
10 *Cure Amounts, (C) Authorizing and Approving the Selection of a Stalking Horse Bidder, (D)*  
11 *Approving Expense Reimbursement, (E) Scheduling an Auction and Sale Hearing, (F) Approving*  
12 *the Form and Manner of All Procedures, Protections, Schedules, and Agreements, and (G)*  
13 *Granting Related Relief* (docket no. 1268) (the “Bidding Procedures Order”); and the Trustee  
14 having filed the *Notice of Successful Bidders with Respect to the Debtor’s Assets* (docket no.  
15 1327)(the “Notice of Successful Bidder”) identifying the Buyer as the Successful Bidder for the  
16 Assets in accordance with the Bidding Procedures Order; and the Court having found that the Court  
17 has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having  
18 found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found  
19 that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408  
20 and 1409; and the Court having found that the relief requested in the Motion is in the best interests  
21 of the Estate, its creditors, and all other parties in interest; and the Court having found that the  
22 Trustee provided appropriate notice of the Motion and opportunity for a hearing on the Motion  
23 under the circumstances; and the Court having reviewed the Motion and having heard the  
24 statements and evidence in support of the relief requested therein; and the Court having determined  
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1 that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause  
2 for the relief granted herein; and upon all of the proceedings had before the Court; based on the  
3 Court's findings of fact and conclusions of law set forth on the record at the hearing; and after due  
4 deliberation and sufficient cause appearing therefor,

5 **IT IS HEREBY FOUND AND DETERMINED THAT:**

6 **Findings of Fact and Conclusions of Law**

7  
8 A. The findings of fact and conclusions of law herein, and as set forth on the record at  
9 the hearing, constitute the Court's findings of fact and conclusions of law for the purposes of  
10 Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To  
11 the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any  
12 conclusions of law are findings of fact, they are adopted as such.

13 **Jurisdiction and Venue**

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15 B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334  
16 and the Order of Reference of Cases and Proceedings to the Bankruptcy Judges of the Central  
17 District of California, from the United States District Court for the Central District of California,  
18 General Order 13-05 dated July 1, 2013. Without limiting the generality of the foregoing, this  
19 Court has exclusive in rem jurisdiction over the Assets pursuant to 28 U.S.C. § 1334(e), as such  
20 Assets are property of the Debtor's chapter 11 Estate, and, as a result of such jurisdiction, this  
21 Court has all necessary power and authority to grant the relief contained herein. This matter is a  
22 core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper  
23 under 28 U.S.C. §§ 1408 and 1409.  
24

25 **Statutory Predicates**

26 C. The statutory and other legal bases for the relief requested in the Motion are sections  
27 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 3012,  
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1 6004, 6006, 9007, 9008 and 9014 and Local Rule 6004-(1). The consummation of the transactions  
2 contemplated by the APA and this Order is legal, valid and properly authorized under all applicable  
3 provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and the Trustee and  
4 the Buyer have complied with all of the applicable requirements of such sections and rules in  
5 respect of such transactions.

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7 **Sufficient Notice**

8 D. As evidenced by the declarations and/or certificates of service and publication  
9 notice filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the  
10 Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the  
11 assumption and assignment to the Buyer of the executory contracts and unexpired leases specified  
12 as of the date hereof pursuant to the APA (collectively, the “Assigned Contracts”), the Cure  
13 Amounts (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided,  
14 as relevant, in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy  
15 Rules 2002, 3012, 6004, 6006, 9007, 9008 and 9014, Local Rule 6004-(1) and in compliance with  
16 the Bidding Procedures Order, to all interested persons and entities, including, without limitation,  
17 the Notice Parties (as defined below).

18  
19 E. Notice of the Sale Hearing was published in the *Los Angeles Times* and the *Santa*  
20 *Barbara News Press* on September 17, 2020 and September 18, 2020, respectively, in accordance  
21 with the Bidding Procedures Order and was sufficient and proper notice to any other interested  
22 parties, including those parties whose identities are unknown to the Trustee. With respect to any  
23 parties that may have claims against the Debtor, but whose identities are not reasonably  
24 ascertainable by the Trustee, the publication of the Sale Notice was sufficient and reasonably  
25 calculated under the circumstances to reach such parties.  
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1 F. The Trustee filed and served his *Notice of Executory Contracts and Unexpired*  
2 *Leases that May be Assumed and Assigned in Connection with the Sale of the Debtor's Assets and*  
3 *the Proposed Cure Amounts with Respect Thereto* (docket no. 1290) (the “Assumption Notice”),  
4 which Assumption Notice was substantially in the form of the notice of assumption and assignment  
5 of executory contracts or unexpired leases, attached as Exhibit 3 to the Motion, in accordance with  
6 the Bidding Procedures, identifying, among other things, the Cure Amounts (as defined below).  
7 The Trustee served the Assumption Notice on each of the non-Debtor counterparties to the  
8 Assigned Contracts (as defined above). The service of the Assumption Notice was sufficient under  
9 the circumstances and in full compliance with the Bidding Procedures Order, and no further notice  
10 need be provided in respect of the Trustee’s assumption and assignment to the Buyer of the  
11 Assigned Contracts or the Cure Amounts. All non-Debtor counterparties to the Assigned Contracts  
12 have had an adequate opportunity to object to the assumption and assignment of the Assigned  
13 Contracts and the Cure Amounts.

15 G. The notice described in the foregoing Paragraphs C–F is good, sufficient, and  
16 appropriate under the circumstances, and no other or further notice of the Motion, the Bidding  
17 Procedures, the Sale (and all transactions contemplated in connection therewith), the assumption  
18 and assignment to the Buyer of the Assigned Contracts, the Cure Amounts, the Sale Hearing,  
19 consent and preferential purchase rights related to oil and gas interests and surface rights, and all  
20 deadlines related thereto is or shall be required.

22 **Marketing and Sale Process**

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24 H. The Sale of the Assets to the Buyer pursuant to the Bidding Procedures was duly  
25 authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code, Bankruptcy Rule  
26 6004(f) and Local Rule 6004-1. As demonstrated by (i) testimony and other evidence proffered or  
27 adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale  
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1 Hearing, the Trustee and their professionals, agents, and other representatives have marketed the  
2 Assets and conducted all aspects of the sale process, including the solicitation of bids for the  
3 Assets, in good faith and in compliance with the Bidding Procedures and the Bidding Procedures  
4 Order. The marketing process undertaken by the Trustee and his professionals, agents and other  
5 representatives with respect to the Assets has been adequate and appropriate and reasonably  
6 calculated to maximize value for the benefit of all stakeholders. The Bidding Procedures were duly  
7 noticed, were substantively and procedurally fair to all parties, including all potential bidders and  
8 all provisions governing credit bidding, and were conducted in a diligent, non-collusive, fair and  
9 good-faith manner.  
10

11 I. The Bid Deadline passed at 12:00 p.m. (Noon) (prevailing Pacific Time), on  
12 September 18, 2020 pursuant to the Bidding Procedures and Bidding Procedures Order. On  
13 September 23, 2020, the Trustee filed a notice stating that the Trustee only received the Bid  
14 reflected in the APA and did not receive any competing Bids for the Assets, and that he designated  
15 the Bid as a Qualified Bid. Pursuant to the terms of the Bidding Procedures, the transaction  
16 contemplated by the APA was the highest and best bid for the Assets and, therefore, was  
17 designated as the Successful Bid. On September 23, 2020, the Trustee filed the Notice of  
18 Successful Bidder identifying the Buyer as the Successful Bidder for the Assets in accordance with  
19 the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and  
20 related procedures established by the Bidding Procedures Order have been complied with in all  
21 material respects by the Trustee and the Buyer. The Bidding Procedures afforded a full, fair and  
22 reasonable opportunity for any entity or person to make a higher or otherwise better offer to  
23 purchase the Assets, and the APA constitutes the best and highest offer for the Assets.  
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26 **Corporate Authority**  
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1 J. The Assets constitute property of the Estate and title thereto is vested in the Trustee  
2 within the meaning of section 541 of the Bankruptcy Code. The Trustee (i) has full power and  
3 authority to execute the APA and all other documents contemplated thereby, and the Sale to the  
4 Buyer has been duly and validly authorized by all necessary corporate action, (ii) has all of the  
5 power and authority necessary to consummate the Sale and all transactions contemplated by the  
6 APA, (iii) has taken all action necessary to authorize and approve the APA and the consummation  
7 by the Trustee of the Sale and all transactions contemplated thereby, and (iv) requires no consents  
8 or approvals, other than those expressly provided for in the APA, to consummate such transactions.  
9

10 **Highest and Best Offer; Business Judgment**

11 K. The Trustee, in exercising his business judgment, has demonstrated a sufficient  
12 basis to enter into the APA, sell the Assets on the terms outlined therein and assume and assign the  
13 Assigned Contracts to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such  
14 actions are appropriate exercises of the Trustee's business judgment and in the best interests of the  
15 Debtor's Estate, its creditors, and other parties in interest. Approval of the Sale pursuant to the  
16 APA at this time is in the best interests of the Trustee, the Debtor, the Estate, its creditors, and all  
17 other parties in interest.  
18

19 L. The offer of the Buyer, upon the terms and conditions set forth in the APA,  
20 including, without limitation, the total consideration to be realized by the Estate thereunder, (i) is  
21 the highest and best offer received by the Trustee after extensive marketing, including through the  
22 Bidding Procedures, (ii) is in the best interests of the Trustee, the Debtor, the Estate, its creditors,  
23 and all other parties in interest and (iii) constitutes full and adequate consideration, is fair and  
24 reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the  
25 Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the  
26 United States, any state, territory, possession, or the District of Columbia. The Trustee sought  
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1 other offers for the Assets that were comparable to the APA but was unable to obtain any such  
2 offer. Taking into consideration all relevant factors and circumstances, no other entity has offered  
3 to purchase the Assets for greater economic value to the Trustee, the Debtor, the Estate, or its  
4 creditors.

5 **Opportunity to Object**

6 M. A reasonable opportunity to object or be heard with respect to the Motion, the  
7 Bidding Procedures, the Sale (and all transactions contemplated in connection therewith), the  
8 assumption and assignment to the Buyer of the Assigned Contracts, the Cure Amounts, the Sale  
9 Hearing, consent and preferential purchase rights related to oil and gas interests or Surface Rights,  
10 and all deadlines related thereto, has been afforded to all interested persons and entities, including,  
11 without limitation: (i) the Office of the U.S. Trustee for the Central District of California; (ii) the  
12 Committee; (iii) all creditors, including all known lessors and royalty claimants; (iv) all entities  
13 who have expressed an interest in a transaction with respect to some or all of the Assets during the  
14 past 12 months; (v) all entities who have asserted any lien or interest in or upon the Assets; (vi) the  
15 Internal Revenue Service and all federal, state, and local regulatory or taxing authorities or  
16 recording offices; (vii) all entities known to hold or to have asserted any “Lien,” “Claim,” or  
17 “Interest” (each as defined herein) with respect to any of the Assets; (viii) all parties entitled to  
18 notice pursuant to Local Rule 2002-1(b); (ix) each governmental agency that is an interested party  
19 with respect to the Sale and transactions proposed thereunder and; (x) all parties with an oil and gas  
20 interest or surface rights, including, without limitation, a royalty interest or working interest, which  
21 may provide for consent rights or preferential purchase rights with respect to certain of the Assets  
22 (the foregoing persons and entities, collectively, the “Notice Parties”).  
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26 **Good Faith Purchaser; Arm’s Length Sale**

1 N. The APA was negotiated, proposed, and entered into by the Trustee and the Buyer  
2 without collusion, in good faith, and from arm's length bargaining positions. Neither the Trustee,  
3 nor the Buyer, nor any affiliate of the Buyer has engaged in any conduct that would cause or permit  
4 the APA or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

5 O. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code  
6 and, as such, is entitled to all of the protections afforded thereby.

7 P. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders  
8 or any of its or their respective successors or assigns is an "insider" or "affiliate" of the Debtor, as  
9 those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code, and the Buyer's  
10 professionals, agents and other representatives have complied in all respects with the Bidding  
11 Procedures Order and all other applicable orders of this Court in negotiating and entering into the  
12 APA. The APA complies with the Bidding Procedures Order and all other applicable orders of this  
13 Court.  
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16 **Free and Clear Transfer Required by Buyer**

17 Q. The Buyer would not have entered into the APA and would not consummate the  
18 Sale, thus adversely affecting the Trustee, the Debtor, the Estate, and the creditors, if each of (i) the  
19 Sale and (ii) the assumption and assignment of the Assigned Contracts to the Buyer were not free  
20 and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole  
21 exception of the Permitted Encumbrances and the Assumed Obligations) as more fully set forth in  
22 Paragraph 8 of this Order, or if the Buyer would, or in the future could, be liable for any successor  
23 liabilities. For the avoidance of doubt, the Buyer shall have no responsibility whatsoever with  
24 respect to any liabilities except to the extent such liabilities constitute Permitted Encumbrances or  
25 Assumed Obligations, which liabilities shall remain the responsibility of the Trustee and the  
26 Debtor's Estate before, on, and after the Closing.  
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1 R. As of the Closing, pursuant and subject to the terms of the APA and this Order, the  
2 transfer of the Assets and the Sale will effect a legal, valid, enforceable, and effective transfer of  
3 the Assets and will vest the Buyer with all of the Trustee, the Debtor and the Estate's right, title,  
4 and interests in the Assets free and clear of all Liens, Claims, and Interests of any kind or nature  
5 whatsoever (with the sole exception of the Permitted Encumbrances and the Assumed Obligations),  
6 including, without limitation, (i) mortgages, deeds of trust, pledges, charges, security interests,  
7 rights of first refusal, hypothecations, encumbrances, easements, servitudes, leases or subleases,  
8 rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar  
9 restrictions, rights of offset or recoupment, rights under any operating agreement not assumed by or  
10 assigned to the Buyer, right of use or possession, subleases, leases, conditional sale arrangements,  
11 any dedication under any gathering, transportation, treating, purchasing or similar agreement that is  
12 not assumed by or assigned to the Buyer, or any rights that purport to give any party a right of first  
13 refusal or consent with respect to the debtor's interest in the Assets or any similar rights; (ii) all  
14 claims as defined in Bankruptcy Code section 101(5), including, without limitation, all rights or  
15 causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities,  
16 rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands,  
17 restrictions, indemnification claims, or liabilities relating to any act or omission of the debtor or  
18 any other person, consent rights, options, contract rights, covenants, and interests of any kind or  
19 nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and  
20 regardless of whether currently exercisable), whether arising prior to or subsequent to the  
21 commencement of the above-captioned cases, and whether imposed by agreement, understanding,  
22 law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual rights and claims and  
23 labor, employment and pension claims, in each case, whether known or unknown, choate or  
24 inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded,  
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1 perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or  
2 unliquidated, matured or un-matured, material or non-material, disputed or undisputed, whether  
3 arising prior to or subsequent to the commencement of this chapter 11 case, and whether imposed  
4 by agreement, understanding, law, equity or otherwise; (iv) any rights based on any successor or  
5 transferee liability; (v) any rights that purport to give any party a right or option to effect any  
6 forfeiture, modification, right of first offer or first refusal, or consents, or termination of the  
7 Debtor's or the Buyer's interest in the Assets, or any similar rights; (vi) any rights under labor or  
8 employment agreements; (vii) any rights under mortgages, deeds of trust, and security interests;  
9 (viii) any rights related to intercompany loans and receivables between the debtor and any non-  
10 debtor subsidiary or affiliate; (ix) any rights under pension, multiemployer plan (as such term is  
11 defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of  
12 1974 (as amended, "ERISA"), health or welfare, compensation or other employee benefit plans,  
13 agreements, practices, and programs, including, without limitation, any pension plans of the Debtor  
14 or any multiemployer plan to which the Debtor has at any time contributed to or had any liability or  
15 potential liability; (x) any other employee claims related to worker's compensation, occupational  
16 disease, or unemployment or temporary disability, including, without limitation, claims that might  
17 otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of  
18 the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor  
19 Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in  
20 Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the  
21 Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without  
22 limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the  
23 Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state  
24 discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k)  
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1 any other state or federal benefits or claims relating to any employment with the debtor or any of its  
2 predecessors, or (l) the WARN Act (29 U.S.C. §§2101 *et seq.*); (xi) any bulk sales or similar law;  
3 (xii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of  
4 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating  
5 to the operation of the Assets prior to the Effective Time, including, without limitation, any *ad*  
6 *valorem* taxes assessed by any applicable taxing authority other than the Permitted Encumbrances  
7 and the Assumed Obligations; (xiii) any unexpired and executory contract or unexpired lease to  
8 which the debtor is a party that is not an Assigned Contract that will be assumed and assigned  
9 pursuant to this Order and the APA; and (xiv) any other liabilities as provided in the APA.

11 **Satisfaction of Section 363(f)**

12 S. The Trustee may sell the Assets free and clear of any and all Liens, Claims, and  
13 Interests (each as defined herein) of any kind or nature whatsoever, including any rights or claims  
14 based on any putative successor or transferee liability, as set forth herein, because, in each case,  
15 one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been  
16 satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or  
17 Interests, and holders of any consent and preferential purchase rights related to oil and gas interests  
18 or surface rights, and any non-Debtor counterparties to the Assigned Contracts, who did not object,  
19 or who withdrew their objection, to the Sale, the Motion, the assumption and assignment of the  
20 applicable Assigned Contracts or the associated Cure Amounts are deemed to have consented to the  
21 relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of  
22 Liens, Claims, or Interests and (ii) non-Debtor parties to Assigned Contracts that did object fall  
23 within one or more of the other subsections of section 363(f) of the Bankruptcy Code or are  
24 adequately protected by having their Liens, Claims, or Interests, if any, attach to the portion of the  
25 proceeds of the Sale ultimately attributable to the Assets against or in which they claim an interest,  
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1 in the order of their priority, with the same validity, force and effect, if any, which they now have  
2 against such Assets, subject to any claims and defenses the Trustee, Debtor or their Estate may  
3 possess with respect thereto.

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6 **No Successorship**

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8 T. Neither the Buyer nor any of its affiliates are successors to the Trustee, the Debtor  
9 or the Estate by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates  
10 shall assume or in any way be responsible for any liability or obligation of any of the Trustee, the  
11 Debtor and/or the Estate, except as otherwise expressly provided in the APA.

12 **Assigned Contracts**

13 U. The Trustee has demonstrated (i) that it is an exercise of his sound business  
14 judgment to assume and assign the Assigned Contracts to the Buyer in each case in connection with  
15 the consummation of the Sale, and (ii) that the assumption and assignment of the Assigned  
16 Contracts to the Buyer is in the best interests of the Trustee, the Debtor, the Estate and its creditors,  
17 and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral  
18 part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and  
19 cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the  
20 Debtor's Estate. Any non-Debtor counterparty to an Assigned Contract that has not actually filed  
21 with the Court an objection to such assumption and assignment in accordance with the terms of the  
22 Motion is deemed to have consented to such assumption and assignment.  
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25 **Cure Amounts and Adequate Assurance**

26 V. The Trustee and the Buyer, as applicable, have, including by way of entering into  
27 the APA, agreeing to the provisions relating to the Assigned Contracts therein, entering into  
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1 relevant stipulations with counterparties (i) cured, or provided adequate assurance of cure, of any  
2 default existing prior to the date hereof under any of the Assigned Contracts within the meaning of  
3 section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance  
4 of compensation to any party for any actual pecuniary loss to such party resulting from a default  
5 prior to the date hereof under any of the Assigned Contracts within the meaning of section  
6 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these  
7 proceedings, including the evidence presented by the Trustee at the Sale Hearing, provided  
8 adequate assurance of its future performance of and under the Assigned Contracts pursuant to  
9 sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's promise under the APA to  
10 perform the obligations under the Assigned Contracts after the Effective Time shall constitute  
11 adequate assurance of future performance under the Assigned Contracts being assigned to the  
12 Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The  
13 Cure Amounts are hereby deemed to be the sole amounts necessary to cure any and all defaults  
14 under the Assigned Contracts under section 365(b) of the Bankruptcy Code.  
15  
16

17 **Time Is of the Essence; Waiver of Stay**

18 W. Time is of the essence in consummating the Sale. In order to maximize the value of  
19 the Assets, it is essential that the sale and assignment of the Assets occur within the time  
20 constraints set forth in the APA. Accordingly, there is cause to waive the stays contemplated by  
21 Bankruptcy Rules 6004 and 6006.  
22

23 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**  
24 **THAT:**

25 **Motion is Granted**

- 26 1. The relief requested by the Motion is granted as set forth herein.

27 **Objections Overruled**





1 reasonably necessary or desirable to implement the APA, and to take all further actions as may be  
2 reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying  
3 and conferring to the Buyer or reducing to possession, the Assets, or as may be reasonably  
4 necessary or appropriate to the performance of the obligations as contemplated by the APA.

5  
6 **Binding Effect of Order**

7  
8 6. This Order and the APA shall be binding upon all creditors of, and equity  
9 holders in, the Debtor and any and all other parties in interest, including, without limitation, any  
10 and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on  
11 any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor  
12 parties to the Assigned Contracts, the Buyer, all successors and assigns of the Buyer, the Debtor  
13 and its affiliates and subsidiaries, the Trustee and any successor trustee appointed in the Debtor's  
14 chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained  
15 in any chapter 11 (or other) plan confirmed in these bankruptcy cases or the confirmation order  
16 confirming any such plan shall conflict with or derogate from the provisions of the APA or this  
17 Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

18  
19 **Amendments to the APA**

20 7. The APA and any related agreements, documents, or other instruments may  
21 be modified, amended, supplemented or restated by the parties thereto in a writing signed by both  
22 parties and in accordance with the terms thereof, without further order of this Court, provided that  
23 any such modification, amendment, supplement or restatement should not have a material adverse  
24 effect on the Debtor's Estate, absent Court authorization. In that respect, to the extent the Trustee  
25 has been authorized to abandon any asset of the Estate, the Trustee shall be deemed authorized to  
26 enter into any modification or amendment to the APA, that has been agreed between the Seller and  
27  
28

1 Buyer in a writing signed by both parties and in accordance with the terms thereof, without further  
2 order of this Court, to include any abandoned asset as part of the Assets under the APA; and only in  
3 that event, such assets shall be included in the Assets sold pursuant to this Order and shall be  
4 subject to all the terms, provisions and protections provided herein.

5  
6 **Transfer of the Assets Free and Clear**

7  
8 8. The Buyer shall assume and be liable for only those liabilities expressly  
9 assumed pursuant to the APA. Pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the  
10 Bankruptcy Code, upon the Closing, the Assets shall be transferred to the Buyer free and clear of  
11 any and all Liens, Claims, and Interests of any kind or nature whatsoever, with the sole exception  
12 of the Permitted Encumbrances and the Assumed Obligations. For purposes of this Order, "Liens,"  
13 "Claims," and "Interests" shall mean:

- 14  
15 a. any and all charges, liens (statutory or otherwise), claims, mortgages, leases,  
16 subleases, hypothecations, deeds of trust, pledge, security interests, options,  
17 rights of use or possession, rights of first offer or first refusal (or any other  
18 type of preferential arrangement), rights of consent, rights of setoff,  
19 successor liability, easements, servitudes, restrictive covenants, interests or  
20 rights under any operating agreement, encroachments, encumbrances, third-  
21 party interests or any other restrictions or limitations of any kind with respect  
22 to the Assets including all the encumbrances or other restrictions or  
23 limitations on use set forth in Paragraph R above (collectively, "Liens");
- 24  
25 b. any and all claims as defined in section 101(5) of the Bankruptcy Code and  
26 jurisprudence interpreting the Bankruptcy Code, including, without  
27 limitation, (i) any and all claims or causes of action based on or arising under  
28 any labor, employment or pension laws, (ii) any and all claims or causes of  
action based upon or relating to any putative successor or transferee liability,  
and (iii) any and all other claims, causes of action, rights, remedies,  
obligations, liabilities, counterclaims, cross-claims, third party claims,  
demands, restrictions, responsibilities, or contribution, reimbursement,  
subrogation, or indemnification claims or liabilities based on or relating to  
any act or omission of any kind or nature whatsoever asserted against any of  
the Trustee, the Debtor or the Estate or any affiliates, subsidiaries, directors,  
officers, agents, successors or assigns in connection with or relating to the  
Debtor, its operations, business, or liabilities, the Trustee's marketing and  
bidding process with respect to the Assets, the Assigned Contracts, or the

1 transactions contemplated by the APA including all the claims set forth in  
2 Paragraph R above (collectively, "Claims"); and

3 c. any and all equity or other interests of any kind or nature whatsoever in or  
4 with respect to (x) the Debtor or its respective affiliates, subsidiaries,  
5 successors or assigns, (y) the Assets, or (z) the Assigned Contracts, including  
6 all the interests set forth in Paragraph R above (collectively, "Interests"),

7 whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or  
8 unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or  
9 disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured,  
10 material or non-material, disputed or undisputed, direct or indirect, and whether arising by  
11 agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or  
12 after the Petition Date, or occurring or arising prior to the Closing.

13 9. The Assets located in Orange County shall be subject to property taxes,  
14 which shall be Permitted Encumbrances. On the Closing, the Buyer shall take title to and  
15 possession of the Assets subject only to the Permitted Encumbrances and the Assumed Obligations.

16 **Vesting of Assets in the Buyer**

17 10. The transfer of the Assets to the Buyer pursuant to the APA shall constitute a  
18 legal, valid, and effective transfer of the Assets on the Closing, and shall vest the Buyer with all of  
19 the Trustee, the Debtor and the Estate's right, title and interests in the Assets free and clear of all  
20 Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception of the  
21 Permitted Encumbrances and the Assumed Obligations).

22 11. The Buyer is hereby authorized in connection with the consummation of the  
23 Sale to allocate the Assets, including the Assigned Contracts, among its affiliates, agents,  
24 designees, assigns, and/or successors, in a manner as it in its sole discretion deems appropriate, and  
25 to assign, lease, sublease, license, sublicense, transfer, or otherwise dispose of any of the Assets,  
26 including the Assigned Contracts, to its affiliates, designees, assignees and/or successors with all of  
27  
28

1 the rights and protections accorded to the Buyer under this Order and the APA with respect thereto,  
2 and the Trustee, the Debtor and the Estate shall cooperate with and take all actions reasonably  
3 requested by the Buyer to effectuate any of the foregoing.

4 **Release of Liens**

5 12. If any person or entity that has filed any financing statements, mortgages,  
6 mechanic's liens, *lis pendens*, or any other documents or agreements evidencing a Lien on the  
7 Debtor or any of the Assets conveyed pursuant to the APA and this Order shall not have delivered  
8 to the Trustee prior to the Closing, in proper form for filing and executed by the appropriate parties,  
9 termination statements, instruments of satisfaction, or releases of all Liens which the person or  
10 entity has with respect to the Debtor or the Assets or otherwise, then (a) the Trustee or the Buyer is  
11 hereby authorized to execute and file such statements, instruments, releases and other documents  
12 on behalf of the person or entity with respect to the Assets, and (b) the Buyer is hereby authorized  
13 to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or  
14 otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets of  
15 any kind or nature whatsoever. Upon releasing of any Liens, the Liens will attach to the proceeds  
16 of the Sale in the order and priority that existed prior to such releases.  
17

18 **Deemed Consent and Waiver of Preferential Purchase Rights**

19 13. Parties with an oil and gas interest or an interest in a surface right, including,  
20 without limitation, a royalty interest or working interest providing for consent rights or preferential  
21 purchase rights with respect to certain of the Assets and who received notice in accordance with the  
22 applicable provisions of the APA and the Bidding Procedures Order and failed to timely object are  
23 hereby deemed to consent to the Sale and/or waive their ability (if any) to exercise any preferential  
24 purchase right or consent right with respect to the Sale.  
25

26 **Police and Regulatory Power of Governmental Units**

1           14. Nothing in this Order or the APA releases, nullifies, precludes, or enjoins the  
2 enforcement of any police or regulatory liability to a governmental unit that any entity would be  
3 subject to as the post-sale owner or operator of property after the date of entry of this Order;  
4 provided, however, that neither the Buyer nor any of its affiliates shall assume any liability of the  
5 Debtor, the Trustee or the Estate to a governmental unit (as defined in section 101(27) of the  
6 Bankruptcy Code) for penalties, fines, response costs, or other expenses incurred for any period  
7 prior to the Closing of the Sale Transaction. Nothing in this Order or the APA authorizes the  
8 transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization  
9 or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all  
10 legal requirements and approvals under police or regulatory law applicable to such transfer or  
11 assignment or to the discontinuation of such obligation. Provided however, to the extent provided  
12 by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse  
13 to renew any permit, license, or similar grant relating to the operation of the Assets against a  
14 bankrupt or debtor, or another person with whom such bankrupt or debtor has been associated,  
15 solely on account of the filing or pendency of a chapter 11 case or the insolvency of such party.  
16 Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory  
17 law to interpret this Order or to adjudicate any defense asserted under this Order.  
18  
19

20                           **Assumption and Assignment of Assigned Contracts**

21           15. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to  
22 and conditioned upon the Closing, the Trustee's assumption and assignment to the Buyer of the  
23 Assigned Contracts<sup>3</sup> is hereby approved, and the requirements of section 365(b)(1) of the  
24 Bankruptcy Code with respect thereto are hereby deemed satisfied.  
25

---

26  
27           <sup>3</sup> For avoidance of doubt, as such term relates to Guarantee/Laor, Assigned Contracts shall mean all leases (and  
28 related agreements, amendments, modifications, supplements or replacements) to which Guarantee/Laor is a party  
as they pertain to the REDU Assets.

1           16. The Trustee is hereby authorized, in accordance with the APA and in  
2 accordance with sections 105(a) and 365 of the Bankruptcy Code, to (i) assume and assign to the  
3 Buyer the Assigned Contracts, effective upon and subject to the occurrence of the Closing, free and  
4 clear of all Liens, Claims, and Interests of any kind or nature whatsoever (with the sole exception  
5 of the Permitted Encumbrances and the Assumed Obligations), which Assigned Contracts, by  
6 operation of this Order, shall be deemed assumed and assigned to the Buyer effective as of the  
7 Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the  
8 Buyer may deem necessary to assign and transfer the Assigned Contracts to the Buyer.

10           17. Subject to Paragraph 17 hereof:

- 11           a. The Trustee is authorized to and may assume all of the Assigned Contracts  
12 in accordance with section 365 of the Bankruptcy Code.
- 13           b. The Trustee is authorized to and may assign each Assigned Contract to the  
14 Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and  
15 any provisions in any Assigned Contract that prohibit or condition the  
16 assignment of such Assigned Contract on the consent of the counterparty  
17 thereto or allow the non-Debtor party to such Assigned Contract or Assigned  
18 Lease to terminate, recapture, impose any penalty, condition, renewal or  
19 extension, or modify any term or condition upon the assignment of such  
20 Assigned Contract, shall constitute unenforceable anti-assignment provisions  
21 which are expressly preempted under section 365 of the Bankruptcy Code  
22 and void and of no force and effect.
- 23           c. All requirements and conditions under sections 363 and 365 of the  
24 Bankruptcy Code for the assumption and assignment of the Assigned  
25 Contracts by the Trustee to the Buyer have been satisfied.
- 26           d. Upon the Closing, the Assigned Contracts shall be transferred and assigned  
27 to, and remain in full force and effect for the benefit of, the Buyer in  
28 accordance with their respective terms, notwithstanding any provision in any  
such Assigned Contract (including those of the type described in sections  
365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits,  
restricts, limits, or conditions such assignment or transfer pursuant to section  
365(k) of the Bankruptcy Code.
- e. After the Trustee's transfer and assignment of the Assigned Contracts to the  
Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the  
Buyer shall be fully and irrevocably vested in all right, title, and interest of  
each Assigned Contract.

1 f. Any portion of any Assigned Contract which purports to permit a  
2 counterparty thereunder to cancel the remaining term of such Assigned  
3 Contract if the Debtor discontinues its use or operation of the property is  
4 void and of no force and effect, and shall not be enforceable against the  
5 Buyer, or its assignees and sublessees; and the counterparty under any such  
6 Assigned Contract shall not have the right to cancel or otherwise modify the  
Assigned Contract or increase the rent, assert any claim or impose any  
penalty by reason of such discontinuation, the Trustee or Debtor's cessation  
of operations, the assignment of such Assigned Contract to the Buyer, or the  
interruption of business activities at any of the leased premises.

7 18. All defaults and all other obligations under the Assigned Contracts  
8 occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without  
9 giving effect to any acceleration clauses or any default provisions of the kind specified in section  
10 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of  
11 the proposed Cure Amounts, which shall cure all monetary defaults, if any, under each Assigned  
12 Contract in the amounts set forth in the Assumption Notice or any Supplemental Assumption  
13 Notice (or any other cure amount reached by agreement after an objection to the proposed cure  
14 amount by a counterparty to an Assigned Contract), which was served in compliance with the  
15 Bidding Procedures Order, and as set forth on Exhibit 1 hereto (the "Cure Amounts"), and which  
16 Cure Amounts were satisfied, or shall be satisfied as soon as practicable, by the Trustee or by the  
17 Buyer, as the case may be, as provided in the APA With respect to any mineral and/or oil and gas  
18 leases and or interests that are being assumed by the Trustee and assigned to the Buyer, the pre-  
19 petition cure amount is zero and no pre-petition cure amount will be paid. The Buyer shall pay all  
20 Cure Amounts.  
21  
22

23 19. For all Assigned Contracts for which the Assumption Notice was served, the  
24 Trustee and the Buyer, as applicable, are each authorized and directed to pay their respective  
25 portion of all Cure Amounts required to be paid by such parties in accordance with the APA upon  
26 the later of (a) the Closing and (b) for any Assigned Contracts for which an objection has been filed  
27 to the assumption and assignment of such agreement or the Cure Amounts relating thereto and such  
28

1 objection remains pending as of the date of this Order, the resolution of such objection by  
2 settlement or order of this Court. For all Assigned Contracts for which a supplemental assumption  
3 notice was served, the Trustee and the Buyer, as applicable, are each authorized and directed to pay  
4 their respective portion of all Cure Amounts required to be paid by such parties in accordance with  
5 the APA upon the later of (x) 14 days following service of the supplemental notice of assumption  
6 and assignment, and (y) if an objection to the supplemental notice of assumption and assignment is  
7 timely filed in accordance with the Bidding Procedures Order, the resolution of such objection by  
8 settlement or order of this Court.  
9

10 20. Pursuant to section 365(k) of the Bankruptcy Code, the Trustee, the Debtor  
11 and the Estate shall be relieved from any liability for any breach for any Assigned Contract that  
12 occurs after the effectiveness of such assumption and assignment to the Buyer.

13 21. With respect to Buganko, LLC (“Buganko”), the Trustee is specifically  
14 authorized to assume its certain real property surface lease as part of any sale of the Assets and  
15 such surface lease shall be assumed by the Trustee and assigned to the Buyer as part of the sale and  
16 effective as of the Closing. The Trustee shall assign and the Buyer will assume all obligations of  
17 the Debtor under the Surface Rental Agreement held by Buganko. The Buyer shall have the  
18 obligation to cure any pre-assignment defaults under the Surface Rental Agreement, including the  
19 pre-petition cure amount due in the amount of \$119,011.97, upon close of escrow unless otherwise  
20 agreed to between Buganko and the REDU Buyer prior to the close of escrow.  
21

22 **Consent to Sale Stipulations**

23  
24 22. The consent to sale stipulations filed as docket nos. 1300, 1302, 1351, 1360,  
25 1363, 1369, and 1375 are approved.

26 23. Pursuant to the consent stipulation (*docket no. 1375*) with Guarantee  
27 Royalties, Inc. and Laor Liquidating Associates, LP (collectively, “Guarantee/Laor”), the Buyer  
28



1 and Guarantee/Laor have an agreement for the Buyer to pay any prepetition royalties that may be  
2 due. The Buyer, and not the Trustee or the Estate, is responsible to pay any such pre-petition  
3 royalties pursuant to any agreement between the Buyer and Guarantee/Laor.

4 24. Other than the assignment to the Buyer of the Debtor's interests therein, no  
5 rights, obligations, duties, and liabilities arising from or in connection with the easements  
6 referenced in the *Opposition to Debtor HVI Cat Canyon, Inc.'s Sale Motion* (docket no. 1308) and  
7 appended as Exhibits 1 through 6 to the *Declaration of Mark Conzelman* in support thereof (docket  
8 no. 1311), shall be impaired, modified, or otherwise affected by this Order, and all such rights,  
9 obligations, duties, and liabilities shall survive the sale of the Assets to the Buyer as authorized and  
10 approved by this Order.

12 **Modification of the Automatic Stay**

13 25. The automatic stay provisions of section 362 of the Bankruptcy Code are  
14 lifted and modified to the extent necessary to implement the terms and conditions of the APA and  
15 the provisions of this Order.

17 **Release of Liens by Creditors; Collection of Assets**

18 26. Except as expressly provided to the contrary in this Order or in the APA, the  
19 holder of any valid Lien, Claim or Interest in the Debtor or the Assets shall, as of the Closing, be  
20 deemed to have waived and released such Lien, Claim or Interest, without regard to whether such  
21 holder has executed or filed any applicable release, and such Lien, Claim or Interest shall  
22 automatically, and with no further action by any party, attach to the portion of the proceeds of the  
23 Sale ultimately attributable to the Assets against or in which they claim an interest, in the order of  
24 their priority, with the same validity, force, and effect, if any, which they now have against such  
25 Assets, subject to any claims, defenses and objections, if any, that the Trustee, the Debtor or the  
26 Estate may possess with respect thereto. Notwithstanding the foregoing, any such holder of such a  
27  
28

1 Lien, Claim, or Interest is authorized and directed to execute and deliver any waivers, releases, or  
2 other related documentation, as reasonably requested by the Trustee; *provided* that, this Paragraph  
3 23 shall not apply to or affect Permitted Encumbrances or Assumed Obligations.

4 **Amendments and Surrender of Leases**

5 27. As part of and in aid of the Sale, the Trustee is authorized to modify and/or  
6 amend any of the leases and executory contracts or surrender to any respective lessor or interest  
7 holder any of the leases or executory contracts that go unsold rather than abandon them

8 **Payment from the Sale Proceeds**

9  
10 28. The Trustee is authorized to pay UBS AG, or its successor in interest  
11 (“UBS”), to the extent of cash proceeds, after appropriate reserves, amounts due on account of  
12 UBS’ post-petition liens. The Trustee is authorized to pay TenOaks Energy Partners, LLC its fee in  
13 connection with this sale as approved and set forth in the Team Maria Joaquin, L.L.C. and Maria  
14 Joaquin Basin, L.L.C. Sale Order.

15 **Valuing the Assets**

16  
17 29. The Court finds that the Purchase Price as set forth in the APA, which is  
18 hereby confirmed, is the current fair market value of the Assets sold to the Buyer. The Court  
19 further finds that pursuant to Fed. R. Bankr. P. 3012, the value of the secured interests of GLR,  
20 LLC, Rival Well Services, Inc., the California State Controller Tax Administration Section,  
21 Northern California Collection Service, Inc., California Asphalt Production, Inc., GTL1, LLC and  
22 GIT, Inc. are zero and finds that, to the extent such claims are asserted to be secured, they are out  
23 of the money and are entirely unsecured.

24 **Effect of Recordation of Order**

25  
26 30. This Order, once filed, registered, or otherwise recorded, (a) shall be  
27 effective as a conclusive determination that, upon the Closing, all Liens, Claims and Interests of  
28

1 any kind or nature whatsoever (with the sole exception of the Permitted Encumbrances and the  
2 Assumed Obligations) existing as to the Assets prior to the Closing have been unconditionally  
3 released, discharged, and terminated and that the conveyances described herein have been effected,  
4 and (b) shall be binding upon and shall govern the acts of all persons and entities including, without  
5 limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages,  
6 recorders of deeds, registrars of deeds, administrative agencies, governmental departments,  
7 secretaries of state, federal, state, local officials, notaries, protonotaries, and all other persons and  
8 entities who may be required by operation of law, the duties of their office, or contract, to accept,  
9 file, register or otherwise record or release any documents or instruments, or who may be required  
10 to report or insure any title or state of title in or to, the Assets. Each and every federal, state, and  
11 local governmental agency or department is hereby authorized to accept any and all documents and  
12 instruments necessary and appropriate to consummate the transactions contemplated by the APA,  
13 including, without limitation, recordation of this Order. Notwithstanding the prior two sentences  
14 and for the avoidance of doubt, section 1146(a) of the Bankruptcy Code shall not apply to the Sale.

17 **Prohibition of Actions Against the Buyer**

18 31. Except for the Permitted Encumbrances and the Assumed Obligations or as  
19 expressly permitted or otherwise specifically provided for in this Order, the Buyer and its affiliates  
20 shall have no liability or responsibility for any liability or other obligation of the Trustee, the  
21 Debtor, or the Estate, arising under or related to the Assets or otherwise. Without limiting the  
22 generality of the foregoing, and except as otherwise specifically provided herein and in the APA,  
23 the Buyer and its affiliates shall not be liable for any claims against the Trustee, the Debtor, or the  
24 Estate, or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no  
25 successor or vicarious liabilities of any kind or character including, without limitation, to any  
26 theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor  
27

1 law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or  
2 unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with  
3 respect to the Trustee, the Debtor, the Estate, or any obligations of the Trustee, the Debtor or the  
4 Estate, including, without limitation, liabilities on account of the operation of the Debtor's business  
5 prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits,  
6 severance or vacation pay owed to employees or former employees of the Debtor.

7  
8 32. Effective upon the Closing, with the sole exception of any enforcement of  
9 rights related to the Permitted Encumbrances and the Assumed Obligations all persons and entities  
10 shall be, and hereby are, forever barred and estopped from (a) taking any action that would  
11 adversely affect or interfere with the ability of the Trustee and Debtor to transfer the Assets to the  
12 Buyer in accordance with the terms of this Order and the APA and (b) asserting, prosecuting, or  
13 otherwise pursuing, whether in law or in equity, in any judicial, administrative, arbitral or other  
14 proceeding, any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer and  
15 its successors, designees, assigns, or property, or the Assets conveyed under this Order in  
16 accordance with the APA.

17  
18 **No Interference**

19 33. Following the Closing, no holder of a Lien, Claim and/or Interest in or  
20 against the Trustee, the Debtor, the Estate or the Assets shall interfere with the Buyer's title to or  
21 use and enjoyment of the Assets based on or related to such Lien, Claim, and/or Interest or any  
22 actions that the Trustee or Debtor may take in the Debtor's bankruptcy cases or any successor  
23 cases.  
24

25 **Retention of Jurisdiction**

26 34. This Court retains jurisdiction to, among other things, interpret, enforce and  
27 implement the terms and provisions of this Order and the APA, all amendments thereto, any  
28

1 waivers and consents thereunder, and each of the agreements executed in connection therewith in  
2 all respects, including, without limitation, retaining jurisdiction to: (a) compel delivery of the  
3 Assets or performance of other obligations owed to the Buyer; (b) compel delivery of the proceeds  
4 of the Sale or performance of other obligations owed to the Trustee; (c) resolve any disputes arising  
5 under or related to the APA, except as otherwise provided therein; (d) interpret, implement, and  
6 enforce the provisions of this Order; and (e) protect the Buyer and its affiliates against (i) any  
7 Liens, Claims and Interests in or against the Trustee, the Debtor, the Estate or the Assets of any  
8 kind or nature whatsoever other than the Permitted Encumbrances and the Assumed Obligations  
9 and (ii) any creditors or other parties in interest regarding the turnover of the Assets that may be in  
10 their possession.  
11

12 **No Stay of Order**

13 35. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be  
14 effective and enforceable immediately upon entry and its provisions shall be self-executing. In the  
15 absence of any person or entity obtaining a stay pending appeal, the Trustee and the Buyer are free  
16 to close the Sale under the APA at any time pursuant to the terms thereof.  
17

18 **Good Faith Purchaser**

19 36. The Sale contemplated by the APA is undertaken by the Buyer in good faith,  
20 as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or  
21 modification on appeal of the authorization provided herein to consummate the Sale shall not affect  
22 the validity of the Sale to the Buyer (including the assumption and assignment by the Trustee of  
23 any of the Assigned Contracts), unless such authorization is duly stayed pending such appeal. The  
24 Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by  
25 section 363(m) of the Bankruptcy Code.  
26  
27  
28

**Preservation of Rights**

37. Nothing contained in the Motion, this Order, the APA, or any allocation schedule attached or related thereto shall constitute a waiver of or prejudice any argument of a party in interest regarding, or the right of any party in interest to contest, the Trustee's allocation of the proceeds of the Sale and all such rights shall be preserved. .

**Inconsistencies with Prior Orders, Pleadings or Agreements**

38. To the extent of any conflict between the APA and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in this chapter 11 case, the terms of this Order shall govern and any prior orders shall be deemed amended or otherwise modified to the extent inconsistent with this Order.

**Failure to Specify Provisions**

39. The failure to specifically reference any particular provisions of the APA or other related documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA and other related documents be authorized and approved.

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Date: October 13, 2020



Martin R Barash  
United States Bankruptcy Judge

**SURFACE LEASES**

Instrument Title	Field	Lease Name	Payee	Cure Amount
Modified Surface Lease	REDU	Boisseranc	Frank Boisseranc and Sylvia, Co-Trustees of the Frank and Sylvia Bois	\$0.00
Amendment to Surface Rental Agreement	REDU	Buganko	Buganko, LLC	\$119,011.97
2016 Modification of Surface Lease and Agreement	REDU	Thomson	Robert S. Thomson, AS TRUSTEE OF THE THOMSON REVOCABLE DECLARATION OF TRUST DATED MAY 12, 2005	\$7,256.56
			Leigh Medema	\$32,502.93
			Michael T. McLaughlin	\$2,678.49
			Tim McLaughlin	\$0.00
			Sean W. McLaughlin	\$0.00
First Amendment to the July 1, 1972 Agreement as to Parcel 1 (9/1/2011)	REDU	Etchandy	Lois Etchandy	\$14,687.20
			Dominic Etchandy	\$14,687.20
			R.D. Etchandy	\$7,343.60
			C/O Susan McCulloch	
First Amendment to the July 1, 1972 Agreement as to Parcel 2 (9/21/2010)	REDU	State College	State College, LLC	\$15,851.33
Grant of Easement and Surface Use 3/2/09	REDU	Guarantee/Laor	Guarantee Royalties, Inc.	\$0.00
			Laor Liquidating Associates, LP	\$0.00
				<b>\$214,019.28</b>

**CONTRACTS**

Counterparty	Field	Primary Contact	Email	Cure Amount
JL Landscape Services, Inc.	REDU	Jorge Lopez	<a href="mailto:jllandscape@sbcglobal.net">jllandscape@sbcglobal.net</a>	\$0.00
Krummrich Engineering Corporation	Santa Maria Valley/All	Paul Codd	<a href="mailto:pcodd@kecorp.us">pcodd@kecorp.us</a>	\$0.00
				\$0.00

**UNIT AGREEMENT AND OIL AND GAS LEASES**

Instrument Title	Field	Leases	Payee	Cure Amount
<b>REDU UNIT AGREEMENT REDU OPERATING AGREEMENT</b>	REDU	ALL OIL AND GAS LEASES IN THE REDU UNIT AGREEMENT ARE LISTED BELOW AND INCORPORATED HEREIN	Payee names and address listed below	\$75,697.26

OIL AND GAS LEASES SUBJECT TO REDU UNIT AGREEMENT	
1	Lease dated November 08, 1926 by and between Martin Etchandy, as Lessor, and A. J. Delany, as Lessee, recorded in Book 19, Page 31 of the Lease Records of Orange County, California.
2	Lease dated August 3, 1928 by and between Martin Etchandy, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 187, Page 109 of the Lease Records of Orange County, California.
3	Lease dated May 29, 1929 by and between Lillian a. Jesson, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 275, Page 389 of the Lease Records of Orange County, California.
4	Lease dated July 5, 1928 by and between John H. Mosley, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 250, Page 419 of the Lease Records of Orange County, California.
5	Lease dated June 25, 1928 by and between E. Walter Pyne, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 174, Page 298 of the Lease Records of Orange County, California.
6	Lease dated October 7, 1953 by and between Stem Realty, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 2607, Page 335 of the Lease Records of Orange County, California.
7	Lease dated December 4, 1966 by and between Portfirio E. Duarte, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 502 of the Lease Records of Orange County, California.
8	Lease dated December 4, 1966 by and between A. E. Hernandez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 379 of the Lease Records of Orange County, California.
9	Lease dated December 4, 1966 by and between Manuel Pinedo, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 388 of the Lease Records of Orange County, California.
10	Lease dated December 3, 1966 by and between Ramon P. Tovar, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 397 of the Lease Records of Orange County, California.
11	Lease dated December 1, 1966 by and between Rudolf Garcia, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 406 of the Lease Records of Orange County, California.
12	Lease dated December 3, 1966 by and between Louis Vargas, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 415 of the Lease Records of Orange County, California.
13	Lease dated December 10, 1966 by and between Rudolph Arias, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 493 of the Lease Records of Orange County, California.
14	Lease dated December 10, 1966 by and between Alexander Jimenez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 475 of the Lease Records of Orange County, California.
15	Lease dated February 3, 1937 by and between John H. Wents, as Lessor, and A. D. Mitchell, as Lessee, recorded in Book 888, Page 151 of the Lease Records of Orange County, California.
16	Lease dated December 19, 1966 by and between J. G. Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 424 of the Lease Records of Orange County, California.
17	Lease dated December 15, 1966 by and between Phineas Solomon, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 484 of the Lease Records of Orange County, California.
18	Lease dated December 21, 1966 by and between V. E. Buckmaster, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 433 of the Lease Records of Orange County, California.
19	Lease dated December 22, 1966 by and between P. A. Waldworth, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 442 of the Lease Records of Orange County, California.
20	Lease dated December 29, 1965 by and between Lupa Vasquez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8156, Page 853 of the Lease Records of Orange County, California.
21	Lease dated January 9, 1967 by and between Roman Catholic Archbishop of Los Angeles, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8159, Page 313 of the Lease Records of Orange County, California.
22	Lease dated January 7, 1967 by and between James R. Roberts, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8155, Page 396 of the Lease Records of Orange County, California.
23	Lease dated January 13, 1967 by and between Freda Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8175, Page 248 of the Lease Records of Orange County, California.
24	Lease dated February 16, 1967 by and between May H. Morrison, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8190, Page 553 of the Lease Records of Orange County, California.
25	Lease dated February 20, 1967 by and between Gordon Boller, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8244, Page 316 of the Lease Records of Orange County, California.
26	Lease dated February 23, 1967 by and between Jean E. Hathaway, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8190, Page 545 of the Lease Records of Orange County, California.
27	Lease dated April 10, 1967 by and between Harold F. Taylor, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 002 of the Lease Records of Orange County, California.
28	Lease dated April 10, 1967 by and between Roy H. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8310, Page 987 of the Lease Records of Orange County, California.
29	Lease dated April 10, 1967 by and between John C. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8336, Page 418 of the Lease Records of Orange County, California.
30	Lease dated July 29, 1966 by and between Phyllis H. Mirelez, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 272 of the Lease Records of Orange County, California.
31	Lease dated July 27, 1966 by and between Joe Matinez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 263 of the Lease Records of Orange County, California.
32	Lease dated July 25, 1966 by and between Efrain G. Savala, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 254 of the Lease Records of Orange County, California.
33	Lease dated July 28, 1966 by and between Sabas Porras, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 245 of the Lease Records of Orange County, California.
34	Lease dated August 1, 1966 by and between Antonio Moreno, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 236 of the Lease Records of Orange County, California.
35	Lease dated August 2, 1966 by and between Helen V. Mirlez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 218 of the Lease Records of Orange County, California.
36	Lease dated August 3, 1966 by and between E.W. Naess, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 210 of the Lease Records of Orange County, California.
37	Lease dated May 2, 1968 by and between Jerome Weinberg, Inc., as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8602, Page 510 of the Lease Records of Orange County, California.



OIL AND GAS LEASES SUBJECT TO REDU UNIT AGREEMENT	
38	Lease dated November 28, 1966 by and between Pauline V. Bayna Fordell, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 192 of the Lease Records of Orange County, California.
39	Lease dated November 28, 1966 by and between Doris Maussnest, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8751, Page 739 of the Lease Records of Orange County, California.
40	Lease dated August 6, 1966 by and between Walter B. Morlock, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8855, Page 870 of the Lease Records of Orange County, California.
41	Lease dated August 9, 1966 by and between Eustaquio A. Vega, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 174 of the Lease Records of Orange County, California.
42	Lease dated August 10, 1966 by and between theodore Sandoval, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 813 7, Page 183 of the Lease Records of Orange County, California.
43	Lease dated August 10, 1966 by and between Esther Gonzales, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 280 of the Lease Records of Orange County, California.
44	Lease dated August 11, 1966 by and between Fred John Yalas, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 200 of the Lease Records of Orange County, California.
45	Lease dated August 12, 1966 by and between Apolinar Ramirez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 289 of the Lease Records of Orange County, California.
46	Lease dated August 12, 1966 by and between Ladisio Recendez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 298 of the Lease Records of Orange County, California.
47	Lease dated August 16, 1966 by and between E. R. Schmitt, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 307 of the Lease Records of Orange County, California.
48	Lease dated August 18, 1966 by and between Family Plan Mortgage Company, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 316 of the Lease Records of Orange County, California.
49	Lease dated August 19, 1966 by and between W. C. McCall, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 325 of the Lease Records of Orange County, California.
50	Lease dated August 23, 1966 by and between Leo Harry Sad, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 459 of the Lease Records of Orange County, California.
51	Lease dated August 26, 1966 by and between Mike G. Olivares, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 334 of the Lease Records of Orange County, California.
52	Lease dated October 3, 1966 by and between Casimero R. Anguiana, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 343 of the Lease Records of Orange County, California.
53	Lease dated November 22, 1966 by and between Bryan E. Gatewood, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 467 of the Lease Records of Orange County, California.
54	Lease dated November 22, 1966 by and between Albert H. Rangel, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 352 of the Lease Records of Orange County, California.
55	Lease dated November 25, 1966 by and between Bank of America, as Lessor, and RK. Summy, Inc., as Lessee, recorded in Book 8137, Page 361 of the Lease Records of Orange County, California.
56	Lease dated November 27, 1966 by and between Robert Flores, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 370 of the Lease Records of Orange County, California.
57	Lease dated September 15, 1927 by and between Joseph Mondotte, as Lessor, and Continental Oil Company, as Lessee, recorded in Book 96, Page 306 of the Lease Records of Orange County, California.
58	Lease dated May 27, 1968 by and between Placentia Unified School District, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8693, Page 883 of the Lease Records of Orange County, California.
59	Lease dated January 31, 1955 by and between A. T. & S. F Railway, as Lessor, and James Herley, as Lessee, recorded in Book 3038, Page 443 of the Lease Records of Orange County, California.
60	Lease dated June 22, 1967 by and between Hathaway Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 118 of the Lease Records of Orange County, California.
61	Lease dated August 28, 1968 by and between Stern Realty Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8720, Page 501 of the Lease Records of Orange County, California.
62	Lease dated February 24, 1953 by and between Victor Lypps, as Lessor, and James Michelin, as Lessee, recorded in Book 2465, Page 371 of the Lease Records of Orange County, California.
63	Lease dated March 22, 1954 by and between Emory P. Francis, as Lessor, and James Michelin, as Lessee, recorded in Book 2694, Page 001 of the Lease Records of Orange County, California.
64	Lease dated May 29, 1940 by and between Walter E. Pyne, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1089, Page 591 of the Lease Records of Orange County, California.
65	Lease dated May 29, 1940 by and between Rudolph Wetzter, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1062, Page 529 of the Lease Records of Orange County, California.
66	Lease dated May 29, 1940 by and between Harry Helming, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1093, Page 361 of the Lease Records of Orange County, California.
67	Lease dated May 29, 1940 by and between Ellen C. Wauberg, as Lessor, and Chiksan Oil Company, Ltd as Lessee, recorded in Book 1094, Page 243 of the Lease Records of Orange County, California.
68	Lease dated October 1, 1919 by and between Walter E. Pyne; as Lessor, and National Bank & Trust Company, as Lessee, recorded in Book 13, Page 60 of the Lease Records of Orange County, California.
69	Lease dated November 16, 1967 by and between Jerome Weinberg, Inc., as Lessor, and Getty Oil Company, as Lessee, recorded in Book 8472, Page 592 of the Lease Records of Orange County, California.
70	Lease dated January 3, 1927 by and between Samuel P. Mullen, as Lessor, and General Petroleum, as Lessee, recorded in Book 1, Page 355 of the Lease Records of Orange County, California.
71	Lease dated April 20, 1927 by and between Chanslr-Conf. Midway Oil Company, as Lessor, and general Petroleum, as Lessee, recorded in Book 39, Page 247 of the Lease Records of Orange County, California.
72	Lease dated March 17, 1919 by and between Nick Hugo, as Lessor, and Oscar R. Howard, as Lessee, recorded in Book 9, Page 354 of the Lease Records of Orange County, California.
73	Lease dated October 1, 1945 by and between Stem Realty Company, as Lessor, and basin Oil Company, as Lessee, recorded in Book 1380, Page 179 of the Lease Records of Orange County, California.
74	Lease - Lessor: Richards Fletcher Evans, Rosa B. Evans. Marion S. Flippen, Anna M. Richards, Eliza Travis Flippen, Wade H. Flippen, Jeannette Flippen, Edith H. Flippen, Dated: August 24, 1943, Recorded: V1229/P271

	OIL AND GAS LEASES SUBJECT TO REDU UNIT AGREEMENT
75	Lease - Lessor: Benoit Oxandabourne, Gracreuse Oxandabourne, Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson, Dated: April 25, 1962, Recorded: V6139/P014
76	Lease - Lessor: Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson, Dated: April 25, 1962, Recorded: V6139/P015
77	Lease - Lessor: Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot, Dated: April 25, 1962, Recorded: V6139/P027
78	Lease - Lessor: Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot, Dated: April 25, 1962, Recorded: V6139/P028
79	Lease - Lessor: David C. Bright, William C. Bright, Dated: April 25, 1962, Recorded: V6139/P042
80	Lease - Lessor: Charles F. Ahline, Dated: April 25, 1962, Recorded: V6217/P383
81	Lease - Lessor: Charles F. Ahline, Dated: April 25, 1962, Recorded: V6217/P384
82	Lease - Lessor: Charles L. Wilson, Hermine Lucy Jenkins, Dated: September 24, 1944, Recorded: V1251/P532
83	Lease - Lessor: J.D. Kenner, Crystal M. Kenner, Dated: September 24, 1944, Recorded: V1258/P458
84	Lease - Lessor: Thomas Bradford McMurtrey, Dated: September 24, 1944, Recorded: V1261/PI01
85	Lease - Lessor: G.W. Wells, Clara L. Wells, D.H. Blume, Annie F. Blume, John H. Nichols, Josephine E. Nichols, Colistia A. Wilson, Earl M. Bright, Ralph A. Phillips, Frances L. Phillips, Dated: September 24, 1944, Recorded: V1261/PI10
86	Lease - Lessor: Bertie Domann, May E. Dennis, N.T. Edwards, May L. Edwards, W.J. Cheney, Eva F. Cheney, Roberta Lee Fixen, Sally W. Koehler, Elizabeth Cobb, Dated: September 24, 1944, Recorded: V1261/PI10
87	Lease - Lessor: Anaheim Union Water Company, Dated: February 10, 1926, Recorded: V0057/P081
88	Lease - Lessor: Rosa Yorba Locke, Herman F. Lock, Dated: June 2, 1926, Recorded: V0059/P084
89	Lease - Lessor: Laurie Vejar, Carrie Vejar, Beatrice Vejar De Soto, Ernest De Soto, Ramona Vejar, Theresa Vejar McEachin, Earl McEachin, Sophia Vejar Jones, Lawrence Jones, Dated: February 1, 1926, Recorded: V0059/P317
90	Lease - Lessor: Anaheim Union Water Company, Dated: March 15, 1943, Recorded: V1193/P087
91	Lease - Lessor: Adolf Schoepe, Martha Virginia Schoepe, Dated: April 1, 1965, Recorded: V7520/P832
92	Lease - Lessor: Adolf Schoepe, Martha Virginia Schoepe, Dated: May 22, 1967, Recorded: V8317/PI76
93	Lease - Lessor: Richard F. Hathaway, Dated: May 16, 1949, Recorded: V606/P735
94	Lease - Lessor: Mayme C. Nelson, Dated: July 13, 1949, Recorded: V1897/P292
95	Lease - Lessor: Agapito Munoz, Dated: July 13, 1949, Recorded: V2030/PI
96	Lease - Lessor: Adelaide V. Krause, Dated: July 5, 1949, Recorded: V1897/P305
97	Lease - Lessor: Avalon A. Adams, Trustee, Dated: June 26, 1971, Recorded: V9701/P330
98	Lease - Lessor: Municipal Securities Company, Dated: March 23, 1957, Recorded: V3990/P568
99	Lease - Lessor: Louis O. Dorado, Jr. Et Ux, Lessee: R.K. Sunny, Inc, Dated: August 1, 1966, Recorded: 8137/227
100	Grantor: Mobil Exploration & Production North America, Inc, Grantee: Omimer Petroleum, Inc, Dated: 10/1/90 (mineral deed), Recorded: 91-100760
101	Lease - Lessor: Ricardo De Casas, Lessee: Hathaway Co., Dated: 06/22/50, Recorded: 2044/ 379
102	Lease - Lessor: Lola M. Hathaway, Dated: 08/10/29, Lessee: Oscar R. Howard , Recorded: 592 / 329, Tract: 48
103	Lease - Lessor: Lucy A. Kammerer, Dated: 03/08/54, Lessee: Hathaway Co., Recorded: 2093/ 616 Tract:58
104	Lease - Lessor: Joseph W. Johnson, Dated: 04/10/19, Lessee: Amalgamated Oil, Recorded: 10/90 Tract:58
105	Lease - Lessor: P.W. & V.B. Thomson, Dated: 04/30/19, Lessee: Amalgamated Oil, Recorded: 10 /258 Tract:59
106	Lease - Lessor: Emma J. Bayha, Dated: 05/17/19, Lessee: Amalgamated Oil, Recorded: 10/355 Tract:60A
107	Lease - Lessor: Jerome Weinberg, Inc., Dated: 11/16/67, Lessee: Getty Oil, Inc., Recorded: 8472 / 592 Tract:60A
108	Lease - Lessor: E.L. Danker, Dated: 09/09/57 Lessee: Hathaway Co., Recorded: 4051/365 Tract:65
109	Lease - Lessor: Olive Krug, Dated: 04/26/19, Lessee: M.P. Waite, Recorded: 10/310 Tract: 63
110	Lease - Lessor: George W. Issac, Dated: 08/02/19 Lessee: Petro Midway Co., Recorded: 11/198 Tract: 64
111	Lease - Lessor: Dr. SW Dove et al, Dated: 10/16/19, Lessee: Robert M. Shearer, Recorded: 13/81 Tract: 69
112	Lease - Lessor: Nonnan T. Boisseranc, Dated: 03/30/1920, Lessee: Robert M. Shearer (Lots 5 & 10 of Block 35 of Yorba Linda Tract as shown in Book 5, Pages 17 & 18 of Miscel. Maps, Orange County, Ca.)
113	Lease - Lessor: Avalon A. Adams, Trste, Dated: 06/26/71, Lessee: Texaco, Recorded: 9701/284 Tract: 70
114	Lease - Lessor: Avalon A. Adams, Trste, Dated: 06/26/71, Lessee: Texaco, Recorded: 9701/307 Tract: 72-2 118
115	Lease - Lessor: Ivan Collier, Dated: 10/01/72, Lessee: Texaco, Recorded: 10412/787 Tract: 47
116	Lease - Lessor: Nonnan Boiseranc, Dated: 03/01/71, Lessee: Texaco, Recorded: 9701/381 Tract: 69
117	Lease - Lessor: F.D. & L.D. Thomson, Dated: 02/09/71, Lessee: Getty Oil Co., Recorded: 10368 / 53 Tract: 59
118	Lease - Lessor: J.K. Ganong (Koch Est), Dated: 12/31/71, Lessee: Texaco, Recorded: 11056 /147 Tract: 69
119	Lease - Lessor: Agnes E. Schlechter, Dated: 10/04/27, Lessee: Conoco, Recorded: 95/241 Tract: 43
120	Lease - Lessor: Gerardo R. Navarro, Dated: 07/25/21, Lessee: Sam P. Mullen, Recorded: 27/43 Tract: 44
121	Lease - Lessor: Chansolor-Canfield, Dated: 12/31/28, Lessee: Conoco, Recorded: Ptns. Of Lots 1-10, 16-27, inclusive Midway Oil, Bile 23 of Richfield Townsite, map thereof recorded June 15, 1888 in Book 31, Page 61, Los Angeles County.
122	Lease - Lessor: E. Walter Payne, Dated: 10/01/19, Lessee: Nat'l Bank & Trst. Recorded: 18/64 Tract: 48
123	Lease - Lessor: E. Walter Payne, Dated: 01/06/20, Lessee: Harrington-Dumas, Recorded: 12/294 Tract: 50
124	Lease - Lessor: E.P. Francis, Dated: 07/30/61, Lessee: State Explor. Co, Recorded: 2412/272 Tract: 51
125	Lease - Lessor: Margaret M. Lee, Dated: 01/29/52, Lessee: State Explor. Co., Recorded: 2412/266 Tract: 52
126	Lease - Lessor: Stern Realty Co., Dated: 05/01/51, Lessee: State Explor. Co., Recorded: 2413/75 Tract: 53
127	Lease - Lessor: Stern Realty Co., Dated: 05/01/51, Lessee: State Explor.Co., Recorded: 2413/75 Tract: 55
128	Lease - Lessor: Stern Realty Co., Dated: 0/18/53, Lessee: State Explor. Co., Recorded: 2617/351 Tract: 56
129	Lease - Lessor: Katherine Yamell, Dated: 04/10/28 , Lessee: Merchants Petro., Recorded 158/I Tract: 61
130	Lease - Lessor: Stern Realty Co., Dated: 08/30/29, Lessee: Jimsco Oil Co., Recorded: 308/324 Tract: 64
131	Lease - Lessor: Cloyd Laibe et al, Dated: 11/01/65, Lessee: Union Oil Co., Recorded: 8287/250: 8305 / 96
132	Lease - Lessor: Merchants Petroleum Co., Dated: 06/20/28, Lessee: Union Oil Co., Recorded: 172/233 Tract: 23
133	Lease - Lessor: Stern Realty, Dated:11/01/18, Lessee: Union Oil Co., Recorded: 7/185, Tract: 4
134	Lease - Lessor: California Trust Co., Dated: 08/27/54, Lessee: Arrowhead Oil Co., Recorded: 7407/285, Tract: 41
135	Lease - Lessor: A.Wardman et ux , Dated: 01/04/19, Lessee: F.M. Shelby, Recorded: 9/240 Tract: 62
136	Lease - Lessor: John S. Zuckeman et ux, Dated: 07/12/1929, Lessee: Bradford Bros. Inc., Recorded: 295/80, Tract: 4
137	Lease - Lessor: E. Walter Payne, Dated: 05/29/40, Lessee: Chiksan Oil Co., Recorded: 1089/591 Tract: 49
138	Lease - Lessor: Stern Realty Co., Dated: 10/01/45, Lessee: Basin Oil Co., Recorded: 1380/179 Tract: 65

REDU ROYALTY PAYEES AND CURE AMOUNTS

Names	Street Address	City, State, Zip	Cure Amount
27 LAND HOLDING, LLC	18 Dreamlight	Irvine, CA 92603	\$26.47
ADOLPH J. & LINDA D. BELASQUEZ	140 MARION BLVD.	FULLERTON, CA 92635-352	\$121.53
AFA INVESTMENTS, LLC	4804 LAUREL CANYON BLVD, PMB 811	VALLEY VILLAGE, CA 91607	\$90.95
Agua Tibia Ranch	P.O. BOX 578	Pauma Valley, CA 92061	\$26.90
Alexander Cary	1012 N Bradford Ave	Placentia, CA 92670	\$60.88
ALICE COSTA	2501 S. EL CAMINO REAL #113	SAN CLEMENTE, CA 92672	\$49.98
ALICE M. EVANS & RICHARD V. EVANS	2127 NORTH FREEMAN	SANTA ANA, CA 92706	\$174.64
Allen David Janes	1018 Janes RD	Medford, OR 97501	\$0.00
Andrew Barbour	4520 N Secenic Mountain Dr	Tucson, AZ 85750	\$0.00
ANGIE G. OLIVARES	512 S. LAWENCE AVENUE	FULLERTON, CA 92832-251	\$90.98
ANITA BLEECKER DOYLE	P.O. BOX 24017	FRESNO, CA 93779-4017	\$10.18
ANNA HATHAWAY TRUST ACCT.02-0846-30	P.O. BOX 226270	DALLAS, TX 75222-6270	\$22.41
ANNE DOMONOSKE	PO BOX 2172	VENTURA, CA 93002	\$145.29
ANTHONY D. HUNTER	1712 CHEDDAR STREET	LAS VEGAS NV 89117	\$45.83
ANTHONY M. & LILLIAN LEWICKI	7931 CRAMER ST.	LONG BEACH, CA 90808-4425	\$165.54
ANTONIA Pelayo de Santana	2224 1/2 SO. HASTER ST.	ANAHEIM, CA 92802	\$4.24
AQUAENCO, INC AQUAENCO, INC	P.O. BOX 702416	TULSA, OK 74171-2416	\$2.20
ARNOLD H. GOLD, TRUSTEE Hatway Family Q/Tip Trusy date 2/18/84	10842 Alta View Drive	Studio City, CA 91604-3901	\$163.76
ARNOLD O. DOMINGUEZ	1712 AMHERST ROAD	TUSTIN, CA 92780-6604	\$29.71
ARTHUR Y. NAKAHARA & JAMES H NAKAHARA AS TRUSTEE OF THE NAKAHARA FAMILY TRUST "A" DATED 11-9-90	25620 ARAGON WAY	YORBA LINDA, CA 92887	\$186.84
ASHEN F. CAREY	4641 PINE VALLEY DRIVE	WEST BLOOMFIELD, MI 48323-2968	\$60.90
Barbara Ackerman	P.O. BOX 559	DARBY, MT 59829	\$123.70
BARBARA B. CAMPBELL	19444 CYPRESS POINT DR.	NORTHBRIDGE, CA 91326-1402	\$71.79
BARKLEY WALLACE DEAN	12 CHATTANOOGA	SAN FRANCISCO, CA 94114	\$49.64
BARNES FAMILY TRUST DTD 4-5-01	40488 Via Tapadero	Murrieta, CA 92562	\$56.04
BARTELO R. ENCINAS	124 1/2 W. SANTA FE	PLACENTIA, CA 92670-5632	\$52.22
BCD MINERALS, LLC / DAVID A. BRIGHT	61 ST. ANDREWS CIRCLE	CRESTED BUTTE, CO 81224	\$62.33
BCD MINERLAS LLC	61 ST ANDREWS CIRCLE	Iverson	\$62.33
BEATRICE F GUINN	6082 RIDGE WAY	YORBA LINDA, CA 92886	\$56.38
BEATRICE F. GUINN	6082 RIDGE WAY	YORBA LINDA, CA 92886	\$114.81
BEATRICE R MELLO PAYAN	P.O. BOX 460	ATWOOD, CA 92601-0460	\$20.38
BEATRICE ROSALES MELLO	P.O. BOX 460	ATWOOD, CA 92601-0460	\$22.88
BENDECON INVESTMENTS A PARTNERSHIP	2320 E. ORANGETHROPE	ANAHEIM, CA 92806	\$74.51
BENITA Pelayo de Martinez	4505 E. PHILO AVE.	ORANGE, CA 92869	\$4.25
BENJAMIN RICHARD LYPPS	3074 LAKEMONT DRIVE	FALLBROOK, CA 92028	\$7.44
BESSIE H. GOLDNER	27 REVERE WAY	HUNTSVILLE, AL 35801	\$91.35
BETH L. KRAUSHAAR, TR. OF I.N.	1700 KANOLA ROAD	LA HABRA, CA 90631-8217	\$51.56
BETH MCMANIS	118 N. 31st Ave	Yakima, WA 98902	\$49.71
BETTY J. BREW	306 SUNRISE DRIVE	CLOVERDALE, CA 95425	\$20.35
BETTY J. HUND	22832 Sail Wind Way	Lake Forest, CA 92630	\$24.45
BONNIE REUTER LEAVER	712 N. LINDEN DR.	BEVERLY HILLS, CA 90210-3226	\$85.83
BOYS CLUB OF LAGUNA BEACH	1085 LAGUNA CANYON RD.	LAGUNA BEACH, CA 92651-1836	\$185.09
BRYAN & BEATRICE GATEWOOD	P.O. BOX 56	ATWOOD, CA 92601-0056	\$91.64
BUTTRAM TRUST	2704 ROGERS AVENUE	FORT WORTH, TX 76109-135	\$1.43
BYRON & ANN BARKER	811 WENDT TERRACE	LAGUNA BEACH, CA 92651	\$104.41
CARALEE DEAN IVERSON	175 CAMILLE CT	ALAMO, CA 94507	\$202.31
CARMEN PENA	1120 W. SECOND STREET	SANTA ANA, CA 92707	\$49.98
CAROL M THOMPSON	37154 FLORAL CREEK CIRC.	MURRIETTA, CA 92562	\$56.39
CAROL M. THOMPSON	6122 Ridge Way	Yorba Linda, CA 92886	\$56.39
CAROLYN SUGARS	P.O. BOX 1404	DAVIS, CA 95617	\$39.11
CATHERINE M. LYPPS TRUSTEE	1499 Old Mountain Ave. SPC 29	San Jacinto, CA 92583-1029	\$96.26
CATHERINE WELLS	1104 GATEWOOD CT.	WICHITA, KS 67206	\$8.43
C-F ASSOCIATES, INC	P.O. BOX 701200	TULSA, OK 74170-1200	\$2.18
CHARLENE MARIE	329 OSBORNE STREET	VISTA, CA 92084	\$22.31
CHARLES NORBERT LYPPS	2680 CANYON CREST DRIVE	ESCONDIDO, CA 92027	\$22.31
CHARLES RUBY JR.	654 SAUSALITO BLVD	SAUSALITO, CA 94965	\$89.69
CHARLOTTE A. FOSTER	9900 W. 58st APT. C4	COUNTRYSIDE, IL 60525	\$2.19
CHILDRENS HOME SOCIETY OF CALIF. ATTN: CONTROLLERS DEPT.	1300 WEST FOURTH STREET	LOS ANGELES, CA 90017-1475	\$537.13
CHILDREN'S HOSPITAL OF ORANGE CO. MS. KERRI RUPPERT, CFO	455 S. MAIN STREET	ORANGE, CA 92868	\$490.53
CHRISTINE LEE BERGER	13146 SW KATHERINE STREET	TIGARD, OR 97223	\$11.60
CLIFFORD O. GATEWOOD	1661 BUENA VISTA	CORONA, CA 91720	\$80.20
CLIFFORD SELF	PO BOX 53810	IRVINE, CA 92619	\$36.70
CODY BISHOP	521 QUAIL RUN COURT	MONTEREY, CA 93940	\$115.40
Corian Cross Holdings, LP	30800 Rancho Viejo Rd.	San Juan Capistrano, CA 92675	\$626.57
COURAGEOUS LIVING CHRISTIAN CHRUCH	PO BOX 53810	IRVINE, CA 92619	\$36.65
Crowell Family Trust	1371 Treasure Lane	Santa Ana, CA 92705	\$141.19
CURRIE FAMILY TRUST	7580 E. Martella Ln.	Anaheim, CA 92808	\$344.55
D.S..C.M., INC	P.O. BOX 4335	TULSA, OK 74159-0335	\$5.12
DANIEL MAY, TRUSTEE, JOHNSON TRUST	359 S. Gerhart Ave	Los Angeles, CA 90022	\$751.41
DAVID A JONES	408 Charles Dr	San Luis Obispo, CA 93401	\$195.36
DAVID ALAN PEARCE	1630 NORTH MAIN ST, #230	WALNUT CREEK, CA 94596	\$79.64
DAVID BOLLER	3408 CARNATION AVE.	LOS ANGELES, CA 90026	\$14.57
DAVID C BRIGHT	2770 W. LINCOLN AVE. SP#30	Anaheim, CA 92801	\$62.34
DAVID H. LYPPS	615 W. FALLBROOK ST.	FALLBROOK, CA 92028	\$96.24
DAVID JORDAN	2922 ECKLESON STREET	LAKEWOOD, CA 90712	\$115.39
DAVID ROME / ROME TRUST	516 NORTH LINDEN DRIVE	BEVERLY HILLS, CA 90210-322	\$228.53
DAVID WILLIAM TUGGY	6804 RISEDEN DRIVE	DALLAS, TX 75252	\$77.46
DEBORAH A. KAMIN BUDERWITZ	2111 OVERLAND AVE	LOS ANGELES, CA 90025	\$81.93
Deborah R. Stern	790 Raymundo Ave.	Los Altos, Ca. 94024	\$9.47
DELBERT A. BRASWELL	34428 Yucaipa Blvd E-196	YUCAIPA, CA 92399	\$126.17
Dellena M. Ludwig	630 W. Elm	Fullerton, CA 92832	\$80.21
DEPARTMENT OF HEALTH SERVICES	State Recovery Unit P.O.Box 421	Sacramento, CA 95899-9916	\$169.13
DEREK K. HUNTER	15 BLUE RIDGE LANE	WOODSIDE, CA 94062-250	\$45.85
DEVON SFS OPERATING, INC.	P. O. BOX 730292	DALLAS, TX 75373-0292	\$16.04

Names	Street Address	City, State, Zip	Cure Amount
DOMINIC C. ETCHANDY	5030 E. CRESCENT DRIVE	ANAHEIM, CA 92807	\$123.12
DONALD E. & LEONA SLATER	5110 E. CRESCENT DRIVE	ANAHEIM, CA 92807	\$107.50
DONALD E. FRISBEE	4540 FM 66	Waxchahie, TX 75167	\$237.90
DONALD E. FRISBEE INTER VIVOS REVOCABLE TRUST DATED 7/23/03	4540 FM 66	Waxchahie, TX 75167	\$247.19
DONALD H. FOSTER	5431 NE 35TH #5	SILVER SPRING, FL 34488-942	\$2.89
DONNA JEAN AANERUD	523 W. CITRACADO PARKWAY	ESCONDIDO, CA 92025	\$22.32
DORIS DORIS F MULVENY TRUSTEE OF THE DORIS F. MULVENY REVOCABLE TRUST	26591 IDE AVE.	HEMET, CA 92545	\$43.68
DOROTHEA K ZUCKERMAN	812-C KALPATI CIRCLE	CARLSBAD, CA 92008-4159	\$84.14
DOROTHY J. WASSNER, TRUSTEE OF THE D.J. WASSNER REVOCABLE TRUST: 1-24-95	4584 N Tattenham Way	Boise, ID 83713	\$96.25
DOROTHY K. ZUCKERMAN	1012 LOMA VISTA DR.	BEVERLY HILLS, CA 90210	\$34.92
E N PALSGROVE	920 WENTWORTH CIRCLE	VISTA, CA 92083-537	\$267.80
EDMUND H BERGER	13347 S W CLEARVIEW WAY	TIGARD, OR 97223-1728	\$11.58
EDWARD H. BARKER & CHARLES F. BARKER BARKER FAMILY TRUST UDT 6-4-82	1935 CANYON CLOSE RD.	PASADENA, CA 91107-1061	\$124.61
EDWARD K ZUCKERMAN	40920 WILSHIRE BLVD, SUITE 1200	LOS ANGELES, CA 90024	\$84.17
EDWARD K. ZUCKERMAN	10990 WILSHIRE BLVD., 16TH FLOOR	LOS ANGELES, CA 90024	\$34.93
EDWIN CHARLES WALKER	5705 Loma Verde Drive	Paso Robles, CA 93446	\$17.11
ELEANOR WESTBROOKE	830 WASHINGTON	ALBANY, CA 94706-103	\$6.38
ELIZABETH SUSAN HUNT	1445 SE Division St	Portland, OR 97202	\$95.21
ELLER FAMILY TRUST	P.O. BOX 1111	LAKE FOREST, CA 92609	\$129.82
EROLINDA METZGER	419 W. 2ND STREET	CLOVERDALE, CA 95425-310	\$2.18
EST MARIA PEREZ RODRIGUEZ C/O JOE RODRIGUEZ, ADMIN.	4022 ODESSA DR.	YORBA LINDA, CA 92686	\$50.00
ESTATE MANUELA G. GARCIA	P.O. BOX 2946	SACRAMENTO, CA 95814	\$13.32
ESTATE OF EDNA G. YORBA	5409 E. SUNCREST RD.	ANAHEIM, CA 92807	\$14.56
ESTATE OF RUDOLPH L. ESTATE OF RUDOLPH L. ARIAS	1613 E. OAK STREET	PLACENTIA, CA 92670-660	\$13.79
ESTHER MORALES	3210 AVE. Q	GALVESTON, TX 77550	\$13.30
Eugene J. Stern Rediduary Trust	790 Raymond Ave.	Los Altos, Ca. 94024	\$57.47
EVELINE TAYLOR	322 S. ILLINOIS ST.	ANAHEIM, CA 92805	\$368.86
EVELYN ROPER	2345 NW HAYES AVE	CORVALLIS, OR 97330	\$56.29
FRANCINE HATHAWAY RIPPY	1841 VALLECITO DRIVE	HACIENDA HEIGHTS, CA 91745	\$0.00
FRANCINE PHILLIPS FISHER	1206 Band Tail Drive	Carson City, NV 89701	\$161.81
FRANK GLASER GLASER ET UX TRUST	30184 VIA RIVERA	RANCHO PALOS VERDES, CA 90275	\$114.96
FRANK J. WATERS	108 NORTH ORANGE DRIVE	LOS ANGELES, CA 90036-301	\$5.11
FRANK M BOISSERANC AND SYLVIA S. BOISSER CO-Trustees of the Frank and Sylvia Boisseranc trust	300 W. PASEO DE CRISTOBAL	SAN CLEMENTE, CA 92672	\$754.06
FRANK M BOISSERANC TRUSTEE	300 W. PASEO DE CRISTOBAL	SAN CLEMENTE, CA 92672	\$754.06
FRANK P. SCOTT	62501 BEAVER LOOP RD. #1	NORTH BEND, OR 97459	\$17.60
FRED J YSLAS	1569 CANFIELD LANE #1	ANAHEIM, CA 92805	\$66.20
FRED M KAY, M.D.	10276 E. NOLINA TR.	SCOTTSDALE, AZ 85262	\$778.47
Frederic A. Morell, Trustee of the Freder	2460 Chardonay Drive	Carson City, NV 89703	\$59.12
FREDERICK K. GLEASON	1501 CLIFF DR.	NEWPORT BEACH, CA 92663	\$238.07
FREDRICK C KRAUSE	727 EL MIRADOR	FULLERTON, CA 92835	\$82.42
GARY B. GATEWOOD	1821 ROAD 72	PASCO, WA 99301	\$80.20
GARY R. GLEASON	2268 HOWARD	SAN CARLOS, CA 94070	\$49.69
GARY WAYNE MORLOCK	15844 BENT TREE ROAD	POWAY, CA 92064	\$109.37
Gavin Barbour	22 Main St	Kittery, ME 03904	\$0.00
GEORGE FOSTER	5924 S. ADA STREET	CHICAGO, IL 60636-1802	\$2.87
GREGORY B. KAMIN	4641 AVE. DE LAS ESTRELLAS	YORBA LINDA, CA 92886	\$81.94
GRETCHEN HOWARD	12011 6TH AVE. N.W.	SEATTLE, WA 98177	\$231.18
GRIFFITH L. RUBY	1016 Rock Rose Lane	Lompoc, Ca. 93436	\$47.15
GRL, LLC	45 Rockefeller pl, Suite 2410	New York, NY 10111	\$1,683.76
GSR, LLC	45 Rockefeller Plaza Suite 2410	New York, NY 10111	\$7,219.92
GUARANTEE ROYALTIES INC.	11801 WASHINGTON BLVD.	LOS ANGELES, CA 90066	\$820.63
HAROLD G. HUND	45 SIDNEY DR.	OROVILLE, CA 95966	\$32.48
HARRIET K SEARES TRUSTEE OF THE ROBERT S SEARES FAMILY TRST OF 1990	1053 N MARVISTA AVE	PASADENA, CA 91104-3860	\$82.41
HEIDI ELIZABETH LYPPS	472 37TH STREET # 1	OAKLAND, CA 94609-2813	\$7.43
Helen MCMANIS	118 N 31st Ave	Yakima, WA 98902	\$49.71
HENRY R. & CARMEN BLEECKER	1724 N. GLENVIEW AVE.	ANAHEIM, CA 92807-1007	\$64.19
HERBERT DAVID SCOTT	1713 PROSPECT ST.	NATIONAL CITY, CA 92050-5150	\$0.00
HERBERT FOSTER	9610 S. MASON AVENUE	OAK LAWN, IL 60453-285	\$12.32
IBIS ENTERPRISES, LTD	P.O. BOX 1722	TULSA, OK 74101-1722	\$5.09
INA V. GATHAS	631 N. LEMON ST.	ANAHEIM, CA 92805-2627	\$9.15
IRA E. SANDITEN TRUSTEE DEBORAH A. SANDITEN TRUST	3314 E. 51ST ST. SUITE 207K	TULSA, OK 74135	\$20.30
ISAAC N. KRAUSHAAR	1700 KANOLA ROAD	LA HABRA, CA 90631	\$258.32
JACK J. LYPPS	100 Holland Glen # 107	Escondido, CA 92026-1354	\$96.27
JACQUELINE MAE MORRIS	26049 CLEARINGSIDE	JUNCTION CITY, OR 97448-9596	\$14.56
JAMES CALLAS	2020 VIA SOLONA	SAN CLEMENTE, CA 92673-372	\$4.37
JAMES D. MANZO	1230 21ST STREET NE	SALEM, OR 97301	\$52.22
JAMES FLIPPEN	45674 ROAD 128	ORANGE GROVE, CA 93646	\$43.67
JAMES MACPHERSON	2650 MAIN STREET UNIT G-3	CAMBRIA, CA 93428	\$5.83
JAMES R HEYING	P.O. Box 963	Forest Falls, CA 92339-0963	\$91.33
JAMES R. ROBERTS	35260 PAUBA ROAD	TEMECULA, CA 92592	\$42.93
JANA BROSMAN	P. O. BOX 1163	COSMOPOLIS, WA 98537	\$5.06
JANE A ADAMS AND JOHN S ADAMS TRUSTEES	PO BOX 264	YORBA LINDA, CA 92885	\$4,988.35
JANET K. GANONG	2307 MYRTLE STREET	BAKERSFIELD, CA 93301	\$442.28
JANET L. HUND	1780 W. LINCOLN #315	ANAHEIM, CA 92801	\$1.44
JANET PIERCE BOSTIC	1900 N. TORREY PINES #124	LAS VEGAS, NV 89108-2655	\$6.39
JANIS L. MORLOCK	2441 LILY LANGTRY CT.	PARK CITY, UT 84060	\$109.36
JANIS M. LLOYD	68797 Ridge Road	North Bend, OR 97459	\$17.10
Janna Barbour	66 Lois St.	Portsmouth, NH 03801	\$0.00
JEAN F BACAL, TRUSTEE	3967 CENTER AVENUE	NORCO, CA 92860	\$751.41
JEANNE E. HUND	25430 SUN CITY BLVD	SUN CITY, CA 92586	\$1.47
JEFFERY OXANDABOURE	P. O. BOX 6925	TAHOE CITY, CA 96145	\$16.72
JEFFREY SHAFFER MD	729 BIGHAM CR.	GENEVA, IL 60134	\$406.65
Jennifer S. Hart	38200 SE Lusted Rd	Boring, OR 97009	\$107.11
JESSE B. GRANER	3377 CALIFORNIA AVENUE	SIGNAL HILL, CA 90807-4605	\$2.19
JESSE R. HATHAWAY	264 E. MONTECITO AVE.	SIERRA MADRE, CA 91024	\$0.00
JESSIE THOMPSON C/O SCOTT N. THOMPSON	14152 LIVINGSTON ST.	TUSTIN, CA 92680	\$59.50

Names	Street Address	City, State, Zip	Cure Amount
JESUS PELAYO	4505 E. PHILO AVENUE	ORANGE, CA 92669	\$4.21
JIM VARNER	5900 EAST LERDO HIGHWAY	SHAFTER, CA 93263	\$2.18
JO ANN TOMLINSON	7820 Leisure Town Road	Vacaville, CA 95688	\$238.04
JOAN COLLIER TRUST	1720A San Luis Drive	San Luis Obispo, CA 93401	\$184.41
JOAN KRAUSE, TRUSTEE OF THE	727 EL MIRADOR	FULLERTON, CA 92835	\$482.94
JOAN M. LEWIS	1711 Askam Lane	Los Altos, CA 94024	\$23.47
JOE TOMLINSON	7820 Leisure Town Rd.	Vacaville, CA 95688	\$223.63
JOHN A. TUCKER (TUCKER FAMILY TRUST)	300 HIOLANI STREET	PUKALANI, HI 96768	\$13.99
John B. Stern	12919 Montana Ave. Ste 203	Los Angeles, Ca. 90049	\$12.37
JOHN C. MCGLYN	440 COLERIDGE AVENUE	PALO ALTO, CA 94301-360	\$0.73
JOHN DANA PEARCE	2926 VISTA GRANDE	FAIRFIELD, CA 94533	\$79.61
JOHN E. HUND	102 E. BAY #2	BALBOA, CA 92661	\$1.44
JOHN ETCHANDY	12742 E. TRASK AVE.	GARDEN GROVE, CA 92643-3041	\$174.46
JOHN H. WENTS	122 N. NICHOLSON AVENUE, APT E	MONTEREY PARK, CA 91755	\$3.65
JOHN O BEARDEN	660 N. FARM ROAD #65	BOIS D ARC, MO 65612	\$8.43
JOHN WERTIN	600 Aldean Place	Newport Beach, CA 92265	\$316.40
JOSEPH KRAUS	99 TREECREST CT.	ROSEVILLE, CA 95678	\$9.86
JOSEPH M. PACHECO	20313 N. Fletcher Way	Peoria, AZ 85382	\$112.59
JOSEPHINE JOHNSON	4201 GLENBROOK	BAKERSFIELD, CA 93306	\$34.19
JUANITA A. GARCIA	3353 GEORGETOWN PL	SANTA CLARA, CA 95051-1535	\$10.18
JUANITA MUNOZ	8803 Frances Folsom St SW	Lakewood, WA 98498	\$7.59
Judy A Oldham	1017 Meadowbridge Dr.	Folsom, CA 95630	\$191.08
Judy A. Oldham Trustee of the Laura R Cla	1017 Meadowbridge Dr.	Folsom, CA 95630	\$191.08
JULIAN & HELEN HATHAWAY	11854 FLORENCE AVENUE	SANTA FE SPRINGS, CA 90670-1404	\$248.16
JULIE A. MCKEMY	8113 E. PHILLIPS CIRCLE	CENTENNIAL, CO 80112	\$115.12
JULIE MARIE HELFRICH	737 SOUTHBOROUGH DRIVE	WEST VANCOUVER, BC CANADA V755 1N1	\$11.61
K & K OIL, LLC ATTN: TOMOHIKO KOKUSO	1401 BENTLEY AVENUE. SUITE 203	LOS ANGELES, CA 90025	\$104.79
KATHLEEN W. CLIFT	6722 E. HORSESHOE ROAD	ORANGE, CA 92869	\$19.66
KATHLEEN WETZEL CLIFT	6722 HORSESHOE ROAD	ORANGE, CA 92869	\$20.23
KENNETH COMBS	13504 RUSSEL STREET	WHITTER, CA 90602-314	\$8.72
KENNETH E. GATEWOOD	913 S. GRAND AVE., SPACE 35	SAN JACINTO, CA 92583	\$80.20
KENNETH E. GATEWOOD C/O Jessica M. Gatewood Executrix	3550 Alden Way #18	San Jose, CA. 95117	\$80.20
KEVIN R. BENDON	122 STARFLOWER STREET	BREA, CA 92821	\$28.39
KITTY LEE COX	2903 MC4018	YELLVILLE, AR 72687	\$22.32
KRISTINA E. SMIRL	111 N. GREENFIELD AVE.	WAUKESHA, WI 53186-5266	\$22.90
KRISTINE TOMLINSON TRUSTEE	2176 Hackamore Dr	Mohave Valley, AZ 86440	\$134.19
LANDOWNERS ROYALTY CO.	PO BOX 491150	LOS ANGELES, CA 90049	\$194.87
LAOR	4640 ADMIRALTY WAY	MARINA DEL REY, CA 90292	\$1,560.25
LARRY L. & MARY L. WALLACE, JT/WROS.	PO BOX 1146	APSEN CO 81612	\$60.96
LATIN AMERICA FREE METHODIST CHURCH PACIFIC COAST LATIN AM CONFERENCE	925 S. Melrose St.	PLACENTIA, CA 92870	\$69.58
LAURA E. HUND	1404 N. TUSTIN 1-3	SANTA ANA, CA 92701	\$1.45
LAURA LYPPS DANIEL	16 SUNRISE	WESTBROOK, CT 06498	\$7.45
LAURICE JOSEPH EXEC EST JOSEPH DECD C/O JOSEPH BARKETT - EMERALD PROP.	42 N. SUTTER STREET, SUITE 307	STOCKTON, CA 95202	\$35.21
LAWRENCE E. HUND	10481 BROADVIEW PLACE	SANTA ANA, CA 92705-1466	\$1.47
LAWRENCE L STILES	11485 ACROPOLIS DRIVE	YUCAIPA, CA 92399	\$120.08
LEIGH T. MEDEMA	3401 Cascina Cir. Unit A	Highlands Ranch, CO 80126	\$470.62
LEROY WINKLER	219 CALLE CLEMENTE	SAN CLEMENTE, CA 92672-220	\$8.74
LILLIAN K. TAYLOR	P.O. BOX 337	BONSALL, CA 92003-033	\$10.20
LILLY S. ALVAREZ, TRUSTEE OF THE L.S. ALVAREZ FAMILY TRUST 02/19/98	1204 N. RIVIERA ST.	ANAHEIM, CA 92801-2306	\$35.24
LINDA C. MAHNKEN, TRUSTEE	2550 Canet Rd.	San Luis Obispo, CA 93405	\$184.40
LOIS ETCHANDY	1113 Southlyn Place	ANAHEIM, CA 92807	\$123.10
LOLINE HATHAWAY	P.O. BOX 4172	YAH-TA-HEY, NM 87375	\$0.00
LORI EDWARDS, TRUSTEE OF THE L.	835 W. WARNER RD, SUITE 101-441	GILBERT, AZ 85233	\$96.90
LOUIS DORADO	606 VAN BUREN	PLACENTIA, CA 92670	\$50.00
LOUIS O. SENIK	18 MOURNING SUN	IRVINE, CA 92612	\$146.27
LOUISE K. DURKEE	2892 SUNSET PLACE	LOS ANGELES, CA 90005-3912	\$114.55
LOUISE L. CRAIG	30 BURR AVENUE	HEMPSTEAD, NY 11550-2522	\$15.28
LOUISE LANE CRAIG	875 JERUSALEM AVE.	UNIONDALE, NY 11553	\$10.80
LOWELL A. & ROSINE K. ELLER	21775 TAHOE LANE	LAKE FOREST, CA 92630	\$34.37
Lowell Patsey	110 House Rock Road	Sedona, AZ 86351	\$141.18
LUCILLE D KOCH	9685 ARLETA	PACOIIMA, CA 91331	\$388.57
LUPE DECASAS	1026 AVE DE PIO PICO	PLACENTIA, CA 92870	\$13.32
LUPE G. DECASAS	1026 AVE DEL PIO PICO	PLACENTIA, CA 92670	\$13.33
LYN CHADEZ	4585 AVE DE LOS ARBOLES	YORBA LINDA, CA 92886	\$49.71
MADLYN RATLIFF	1711 Magnolia	Junction City, OR 97448	\$298.36
MAMIE M. PEMBROKE	P.O. BOX 10619	COSTA MESA, CA 92627	\$110.05
Margaret Ann Crowell, Trustee	1035 Scott Dr., Apt 330	Prescott, AZ 86301	\$141.18
MARGARITA PELAYO COSTA	660 S. GLASSELL #8	ORANGE, CA 92866	\$4.23
MARIA CASTANEDA DE ESPINOSA DIONISIO RODRIGUEZ	#1012 SECTOR LIBERTAD	GUADALAJARA JALISCO,	\$4.26
MARIANNE PEARCE SPRINGER	3126 Calle Grande Vista	San Clemente, CA 92672	\$45.84
MARIANNE PEARCE SPRINGER AS TRUSTEE	3126 Calle Grande VIS	San Clemente, CA 92572-3543	\$33.76
MARILYN FRANCES BEARD	27461 FRUITWAY ROAD	JUNCTION CITY, OR 97448	\$15.27
MARION BLISS	3717 E. 3RD ST.	LONG BEACH, CA 90814-1605	\$10.84
MARJORIE ANNE STRELLMAN	329 OSBORNE STREET	VISTA, CA 92084	\$22.30
MARK KRAUS	6081 HALE AVENUE	CLEARLAKE, CA 95422	\$9.91
MARTHA L. BOUGHEN	27101 MISSION HILLS DR.	SAN JUAN CAPISTRANO, CA 92675-1505	\$17.59
MARTHA L. BOUGHEN GUARDIAN FOR LUKE WOODROW PAYNE BOUGHEN	27101 MISSION HILLS DR.	SAN JUAN CAPISTRANO, CA 92675-1505	\$8.81
MARTINA M. MCGLYNN	911 ORANGE AVENUE	HUNTINGTON BEACH, CA 92648-4510	\$0.74
Martinez Vera	5841 Los Encinos St.	Buena Park, CA 90620	\$49.97
MARY ANN DILLON	2005 E. CAIRO DRIVE	TEMPE, AZ 85282	\$95.21
MARY BERGEMANN, DECD C/O GETTY OIL COMPANY	3810 WILSHIRE BLVD.	LOS ANGELES, CA 90005	\$25.03
MARY D. KRAUS	2709 KIRK LANE	BOWIE, MD 20715	\$39.55
MARY ELEANOR CALVIN	10692 ENCINO DRIVE	OAK VIEW, CA 93022	\$33.15
MARY LEE PROPST	909 N. E. LINDEN AVE.	HILLSBORO, OR 97124-2650	\$77.46
MARY LOCKHART HOLDER	5612 Beachwood St	PUNTA GORDA, FL 33982	\$14.02
MARY MCFARLAND	ROUTE-1 P.O. BOX 139	CLEVER, MO 65631	\$8.43



Names	Street Address	City, State, Zip	Cure Amount
MARY MELAINE TOKAR	532 N. JANSSE WAY	ANAHEIM, CA 92805	\$200.92
MAXIMO PELAYO-MONTE LIBANO 54	COLONIA INDEPENDENCIA	GUADALAJARA JALISCO, MEXICO	\$4.23
MAY H. MORRISON	1012 NORTH BRADFORD	PLACENTIA, CA 92670-430	\$5.83
McFARLAND FAMILT TRUST RUTH MCFARLAND TRUSTEE	5801 FRIENDS AVENUE	WHITTIER, CA 90601-372	\$228.49
MEKUSUKEY OIL COMPANY L.L.C.	PO BOX 816 201 S. MEKUSUKEY AVE	WEWOKA, OK 74884-0816	\$62.83
MERRIE HATHAWAY	33290 ANTELOPE LANE	SQUAW VALLEY, CA 93675	\$0.00
MICHAEL C. MITCHELL	6528 BRITAIN STREET	LONG BEACH, CA 90808	\$89.53
MICHAEL MCLAUGHLIN	940 N. Switzer Canyon	Flagstaff, AZ 86001	\$199.07
MICHAEL MCLAUGHLIN, DDS	940 N. Switzer Canyon	FLAGSTAFF, AZ 86001	\$199.07
MICHAEL OXANDABOURE	17391 ELM	FOUNTAIN VALLEY, CA 92708	\$34.20
MILLENNIUM ENERGY, INC.	712 ARBOR AVENUE	VENTURA, CA 93003	\$15.29
MILTON M. BROCK	194 AVENIDA ORONTES	CATHEDRAL CITY, CA 92234	\$34.78
MT. WASHINGTON PEDIATRIC HOSPITAL	1708 WEST RODGERS AVE.	BALTO, MD 21209	\$39.19
Municipal Securities Company	1940 Soda Mountain	Ashland, OR 97520	\$852.67
NAESS FAMILY TRUST B	2261 Allview Terrace	LAGUNA BEACH, CA 92651	\$128.41
NANCY E. STEINKE	4505 MCBRIDE	MILTON, WI 53563	\$2.92
NANCY STEINKE	4505 MCBRIDE	MILTON, WI 53563	\$2.92
NANCY W. MCGILVRA	8618 S. 31st Way	PHOENIX, AZ 85042	\$95.21
NELDA J. BAYHA	4145 SW TUALATIN AVE	PORTLAND, OR 97239	\$94.55
Nicholas John Lypps	158 Mystery Lane	Gunnison, Co. 81230	\$22.33
Nicolai Family Partners	P.O. Box 91894	Long Beach, Ca. 90809	\$99.16
NICOLE KATHERIN DEAN	101222 LAKE	TRUKEE, CA 96161	\$49.65
NICOLE KATHERINE DEAN	101222 LAKE	TRUKEE, CA 96161	\$51.48
NORMA OXANDABOURE	18990 VISTA DE MONTANAS	MURRIETA, CA 92562	\$34.22
Occidental Petroleum Corporation	5 Greenway Plaza Suite 110	Houston, TX 77046-0506	\$0.00
OLGA N. URBACH	1097 S BEDFORD DRIVE APT #101	LOS ANGELES, CA 90035-104	\$2.19
Otis E. Pittman	1621 NO. LINDENDALE AVE.	Fullerton, CA 92631	\$211.18
OTTIS E. PITTMAN	1621 NO. LINDENDALE AVE.	FULLERTON, CA 92831	\$211.18
P.K. DAY	1321 LICK CREEK ROAD	EDWARDS, MO 65326	\$60.42
PACIFIC AMERICAN OIL CO.	10900 WILSHIRE BLVD SUITE-1600	LOS ANGELES, CA 90024	\$5,519.08
PAM OGDEN	18120 RIDGEGATE CT.	GLASTONE, OR 97027	\$9.90
PAMELA SHELLHORN	17032 LA KENICE WAY	YORBA LINDA, CA 92886-3717	\$81.93
PATRICIA BROEDER	2938 COUNTY ROAD #163	STEPHENVILLE, TX 76401	\$8.44
Paul and Martha Pullen	1621 NO. LINDENDALE AVE.	Chico, CA 95927	\$182.65
PAUL CAREY	212 BAKER APT. 108	ROYAL OAK, MI 48067	\$60.91
PAUL RAYMOND STUCK JR.	2407 POINSETTIA STREET	SANTA ANA, CA 92706-2051	\$97.81
PAULA McGINNIS	1510 SAN LORENZO AVE	BERKELEY, CA 94707	\$141.76
PAULINE V. BUCHANAN	1819 RAND AVENUE	CARSON CITY, NV 89706	\$18.20
PEDESTAL OIL CO., INC.	P. O. BOX 99550	OKLAHOMA CITY, OK 73199	\$142.08
PETER GAMBINO	17841 PINERIDGE DRIVE	YORBA LINDA, CA 92886	\$146.78
PETROLEUM LANDOWNERS CORP LTD	P.O. BOX 11471	SANTA ANA, CA 92711-147	\$7.27
PHYLLIS AILEEN KRUGER	985 ITHACA DRIVE	BOULDER, CO 80303	\$22.36
PHYLLIS H. REYMUNDO	1648 EAST OAK STREET	PLACENTIA, CA 92870-6606	\$90.25
PLACENTIA UNIFIED SCHOOL DIST	1301 E. ORANGETHROPE AVENUE	PLACENTIA, CA 92870	\$964.23
PRISCILLA FREEBERG	12813 EAGLE RIDGE DRIVE	BURNSVILLE, MN 55337-3582	\$124.65
PROSPECTIVE INVESTMENT AND TRADING CO., LTD.	2162 E. 61ST STREET	TULSA, OK 74136	\$91.35
R.D.I. SVC TTE UNDER DEC OF TRST DTD 3/5/90 FBO THOMP-GOODWIN	P.O. BOX 80375	PHOENIX, AZ 85060-0375	\$58.49
RALPH A. PHILLIPS	P. O. Box 1020	Topock, AZ 86436	\$161.82
RALPH BERNUMDEZ	1601 EUCALYPTUS	BREA, CA 92621	\$49.98
RALPH R. GONZALEZ	18622 CENTER STREET	ORANGE, CA 92869	\$13.33
RAMON F. LEYVA	28 Rocky Knoll	IRVINE, CA 92612	\$44.02
RAY PRESCOTT	560 SHOREPINES	COOS BAY, OR 97420	\$60.55
RICHARD A. GATEWOOD	1020 Greenbriar Drive	Mountain Home, AR 72653	\$80.20
RICHARD A. WALLACE TRUSTEE	11792 LOMA LINDA WAY	SANTA ANA, CA 92705-3033	\$60.96
RICHARD AND DIANE MORRIS FAMILY TRUST	6658 DENTON FERRY RD	COTTER, AR 72626	\$155.28
RICHARD HATHAWAY, JR.	19599 HIGHWAY 89	HAT CREEK, CA 96040	\$0.00
Richard M. White	20211 Country Scene County RD 174	Helotes, TX 78023	\$90.23
RICHARD T. LEAVER	712 NORTH LINDEN DR.	BEVERLY HILLS, CA 90210-3226	\$17.60
RICHARD W. ACKERMAN	P.O. BOX 559	DARBY, MT 59829	\$38.57
RICHARD W. ACKERMAN TRUSTEE OF RICHARDS W. ACKERMAN TRUST 3-14-77	P.O. BOX 559	DARBY, MT 59829	\$123.70
ROBERT A. & MARILYN PESTOLES TRUSTEES OF THE PESTOLES	9192 S V L BOX	VICTORVILLE, CA 92392	\$3.83
ROBERT A. & MARILYN PESTOLES	9192 S V L BOX	Victorville, Ca. 92393	\$0.00
ROBERT A. & SARAH CLOSSON	1093 HWY 12 East	TOWNSEND, MT 59644-9801	\$109.84
ROBERT D. ETCHANDY TRUST	315 VIA MONTANERA	ANAHEIM, CA 92807	\$123.10
ROBERT E. WETZEL	1419 KEEGAN WAY	SANTA ANA, CA 92701-1624	\$28.81
ROBERT EMIL WETZEL	1419 KEEGAN ST.	SANTA ANA, CA 92705	\$19.07
ROBERT ETCHANDY	315 SOUTH VIA MONTANERA	ANAHEIM, CA 92807-402	\$112.58
Robert L.Williams & Margaret L. Williams ROBERT L. WILLIAMS AS TO REMAINDER	2221 RIDGE DRIVE	GRAND JUNCTION, CO 81506	\$141.34
ROBERT MORALES	P.O. BOX 3	ATWOOD, CA 92601-0003	\$10.18
ROBERT P. SCOTT	7200 DUNDEE LANE	FALLON, NV 89406	\$0.00
Robert S. Thomson, Trustee	1920 Wilbur Ave.	San Diego, Ca. 92109	\$315.00
ROBERTA W. CHIPMAN	101 W. RIVER ROAD #37	TUCSON, AZ 85704-511	\$1.46
RODNEY CAREY	709 E. FARNUM	ROYAL OAK, MI 48067	\$60.88
ROGAN TAGGERT SEAMANS	208 N. WASHINGTON ST	CLOVERDALE, CA 95425	\$95.21
ROGER & ROSENDA V ORTIZ	320 VAN BUREN	PLACENTIA, CA 92670-5426	\$20.39
ROLLA R. WEBB	3323 EAST MARIPOSA	PHOENIX, AZ 85018-332	\$1.44
ROMAN CATHOLIC BISHOP OF Los Angeles	2811 EAST VILLA REAL DRIVE	ORANGE, CA 92867	\$10.19
ROMAN CATHOLIC BISHOP OF ORANGE	2811 EAST VILLA REAL DRIVE	ORANGE, CA 92867	\$10.19
RONALD FRED VAN VLIET	1401 N. Brighton Street	La Habra, Ca. 90631	\$116.41
RONALD L. AND CAROLYN J. VAN DE PUTTE	1776 N. PRELUDE DR.	ANAHEIM, CA 92807	\$137.26
ROSALIO CASTANEDA PELAYO HDA DE LA PEIDRA	#2998 COLONIA OBIATOS S.L.	GUADALAJARA JALISCO, 44700	\$4.23
ROSE L. BREIT TRUSTEE TESTAMENTARY TRUST EST CARLOS N. DOMINGUEZ	527 BUTTWOOD	ANAHEIM, CA 92805-2226	\$29.71
ROSE PICKENS c/o ANNETTE DIAS	3316 INGLEYS STREET	EUREKA, CA 95503	\$298.37
ROSE REYMUNDO	4222 CASA LOMA	YORBA LINDA, CA 92686	\$50.00
SADD Family Trust	10100 Santa Monica Suite 800	Los Angeles, Ca. 90067	\$54.57
SAMUEL W. WEBB	P.O. BOX 470	PINE, AZ 85544-047	\$1.45
SANDRA D MCENTEE	255 Hawks Hill Rd	Scotts Valley, Ca. 95066	\$134.17

Names	Street Address	City, State, Zip	Cure Amount
Sarah Barbour	2432 Forge DR	Forest Grove, OR 97116	\$0.00
SEAN MCLAUGHLIN	17132 Treehaven LN.	Huntington Beach, CA. 92647	\$199.08
SECARIAS PELAYO	4702 HOLLYLINE	SANTA ANA, CA 92703	\$4.20
SHARON M. PENTEK SUCCESSOR TRUSTEE	2822 FARVIEW	RICHFIELD, WI 53076	\$5.05
SHEILA DIANE VAN PATTEN	512 GLENHILL DR	RIVERSIDE, CA 92507-3003	\$54.20
SHEPPARD & ENOCH PRATT HOSPITAL TRUSTEES C/O SEC. TRUST CO. CUST.UN	100 PLAZA ONE	JERSEY CITY, NJ 07311	\$39.20
SMITH BROTHERS	8705 HUMMINGBIRD AVE	FOOUNTAIN VALLEY, CA 92708	\$410.21
ST. JOSEPH HOSPITAL FOUNDATION	1100 W. STEWART DRIVE	ORANGE, CA 92863-5600	\$104.77
STEINWAND FAMILY TRUST DTD	1214 Warren St	Placentia, Ca. 92870	\$96.26
Steve Knutzen	520 Lunalil Home Rd 338	Honolulu, HI 96825	\$107.93
STEVEN ALAN SANDITEN	3314 E. 51ST ST. SUITE 207K	TULSA, OK 74135	\$20.28
STEVEN K HEYING	1800 ASH AVE	COTTAGE GROVE, OR 97424	\$91.36
STEVEN R TOSCHI	340 Beckett Place	Grover Beach, CA 93433	\$182.70
STINER A. DOTSON	7380 S. EASTERN AVE STE 124 - 248	LAS VEGAS, NV 79123-1552	\$81.49
SUSAN NOREEN BOYDEN	1364 EMERAUDE GLEN	Escondido, Ca. 92029	\$22.31
TERESA ROGERSON	715 Ohio St	VALLEJO, CA 94590	\$9.88
Terri Denise Whitlock	P.O.Box 277	Tishomingo, OK 73460	\$0.00
THE ENGELBERT FAMILY TRUST UTD 4/11/01 DAVID & KRISTINA ENGELBERT	5430 W. IVANHOE COURT	CHANDLER, AZ 85226	\$62.82
The Roundrock Group	5003 Windy Meadow Dr.	Plano, Tx. 75023	\$185.09
The Thomson Rev. Declaration Trust Robert S. Thomson, Trustee	1920 Wilbur Ave	San Diego, CA 92109	\$315.00
THEODESIA GEISLER	1049 MERRYMAN AVENUE	KLAMATH FALLS, OR 97603-363	\$6.54
THEODORE B. WANBERG	10448 WHEATRIDGE DRIVE	SUN CITY, AZ 85373	\$22.91
THEODORE KRUGER	27981 CALLE VALDES	MISSION VIEJO, CA 92692	\$11.03
THERESA LEE BROWN	1809 HARPER AVE	HERMOSA BEACH, CA 80254	\$56.37
THOMAS E. MORLOCK TRUST DTD 11/13/87	6640 Redwood Drive # 104	ROHNERT PARK, CA 94928	\$60.51
THOMAS J. WETZEL	2889 Cobble Way	Meridian, ID 83642	\$47.93
Thomas Morlock	6640 Redwood Drive # 104	ROHNERT PARK, CA 94928	\$0.00
TIM MCLAUGHLIN	1450 E. Del Mar Ave. #32	Orange, CA 92865	\$199.09
TRINITY CHRISTIAN CENTER OF SANTA ANA IC TBN STEWARDSHIP DEVELOPMENT	2442 MICHELE DRIVE	TUSTIN, CA 92780	\$36.70
TRUSTEES OF THE TOM & RUTH FLIPPEN " 1998 TRUST "	544 VILLAGE COURT	DINUBA, CA 93618	\$43.65
U/W E W PYNE #01-63904	P.O. BOX 226270	DALLAS, TX 75222	\$1,550.30
U/W E.W.PYNE #01-63904	P.O. BOX 226270	DALLAS, TX 75222	\$777.91
Vaquero Energy	15545 Hermosa Rd	BAKERSFIELD, CA 93307	\$45.85
VAQUERO ENERGY	PO BOX 13550	BAKERSFIELD, CA 93389	\$45.85
VERNE A. ROBINSON	226 W. WORKS STREET	SHERIDAN, WV 82801-421	\$6.55
VIRGINIA BAYHA BUCHANAN C/O Carolyn Harrison	3813 Kiwanis Trail	Frazier Park, CA 93225	\$61.87
VIRGINIA BAYHA BUCHANAN C/o Judy Crookshanks	6380 Cresthaven Drive	La Mesa, CA 91942	\$61.87
VIRGINIA L. HEILIGER	3941 POLK STREET APT #49	RIVERSIDE, CA 92505-176	\$8.72
W. E. Nicolai	P.O. Box 91894	Long Beach, Ca. 90809	\$194.77
W.E. Nicolai	P.O. Box 91894	Long Beach, CA 90809-1894	\$194.77
WANBERG TRUST	299 S 5TH AVENUE	CORNELIUS, OR 97113-791	\$122.24
WELLS FARGO BANK TRUSTEE OF THE	2222 W. SHAW #11	FRESNO, CA 93711-3407	\$3.44
WILLIAM BOYD WELLS	2855 ACORN STREET	LEBANON, OR 97355	\$14.58
William C Gathas, Jr	1308 E. Rosewood Ave.	ANAHEIM, CA 92805-1118	\$9.17
WILLIAM C. GATHAS JR.	1308 E. ROSEWOOD AVE.	ANAHEIM, CA 92805-1118	\$9.17
WILLIAM DOUGHTY	P.O. BOX 626	HATCH, UT 84720	\$29.75
WILLIAM E. ROTH ROTH FAMILY TRUST	1991 WEBSTER ST	PALO ALTO, CA 94301	\$22.57
WILLIAM H TAYLOR & ANNE B TAYLOR	4650 DULIN RD. SPACE 9	FALLBROOK, CA 92028-9346	\$109.23
WILLIAM HA TAYLOR TRUSTEE	4650 DULIN RD SPACE 9	FALLBROOK, CA 92028-9346	\$99.03
WILLIAM HATHAWAY	2240 SW 87TH AVENUE	PORTLAND, OR 97225	\$0.00
WILLIAM L. FOSTER	3983 RIDGE ROAD	BUFORD, GA 30519-371	\$2.93
VINTAGE PETROLEUM LLC	110 W. SEVENTH ST.	TULSA, OK 74119	\$6,303.10
SHERILL A. SCHOEPE	P.O. BOX 572	Pauma Valley, CA 92061	\$0.00
HVI CAT CANYON INC	2601 SKYWAY DRIVE, STE. A1	SANTA MARIA, CA 93455	\$0.00
TOSHIAKI DOJIRI	DOJIRI MARITAL TRUST (TRUST A )	TORRANCE, CA 90505	\$0.00
SPINDLETOP EXPLORATION COMPANY, INC.	P. O. BOX 951505	DALLAS, TX 75395-1505	\$0.00
GUARANTEE ROYALTIES INC. C/O RICHARD J. LAUTER & COMPANY	4640 Admiralty Way, Suite 700	Marina Del Rey, CA 90292	\$0.00
The Roundrock Group	5003 Windy Meadow Dr	Plano, TX 75023	\$0.00
EDWARD K ZUCKERMAN	40920 WILSHIRE BLVD, SUITE 1200	LOS ANGELES, CA 90024	\$0.00
ALICE M. EVANS & RICHARD V. EVANS TRUSTEES OF THE RICK TRUST UNDER THE EVANS FAMILY TRUST DTD 1/20/89	2127 NORTH FREEMAN	SANTA ANA, CA 92706	\$0.00
JULIAN & HELEN HATHAWAY TRUSTEE, J. I. HATHAWAY FAMILY TRUST	P. O. BOX 3404	SANTA FE SPRINGS, CA 90670-1404	\$0.00
DOROTHEA K ZUCKERMAN	1012 LOMA VISTA	BEVERLY HILLS, CA 90210	\$0.00
LANDOWNERS ROYALTY CO.	PO BOX 491150	LOS ANGELES, CA 90049	\$0.00
Martinez Vera	5841 Los Encinos St.	Buena Park, CA 90620	\$0.00
ROBERT A. & SARAH CLOSSON	1093 HWY 12 East	TOWNSEND, MT 59644-9801	\$0.00
ARLINE SEBOURN TRUSTEE OF THE M. AND A. BEESON TRUST	600 N. CORNELL	FULLERTON, CA 92210	\$0.00
FRANK J. CURRIE & EVELYN R. CURRIE TRUSTEES OF THE CURRIE FAMILY TRUST DATED 10/08/1980	7580 E. MARTELLA LANE	ANAHEIM, CA 92808-1316	\$0.00
JOHN C. WANBERG			\$0.00
JOHN DANA PEARCE	2926 VISTA GRANDE	FAIRFIELD, CA 94533	\$0.00
BEJAC CONSTRUCTION CO.	5510 Via Sepulveda	Yorba Linda, CA 92887	\$0.00
WILLIAM E. ROTH	1991 WEBSTER ST.	PALO ALTO, CA 94301	\$0.00
ANTHONY D. HUNTER	1712 Cheddar Street	LAS VEGAS, NV 89117	\$0.00
CAROLYN SUGARS	P.O. BOX 1404	DAVIS, CA 95617	\$0.00
DAVID ALAN PEARCE	1630 NORTH MAIN #230	WALNUT CREEK, CA 94596	\$0.00
ELEANOR WESTBROOKE	830 WASHINGTON	ALBANY, CA 94706-103	\$0.00
WM & JAMES KINDEL, SUCC. TRUSTEES OF THE VIRGINIA F. KINDEL TRUST	1614 VIA SAGA	SAN CLEMENTE, CA 92673-3706	\$0.00
CHARLES IRVIN KLINE	2875 QUAIL VALLEY RD	SOLVANG, CA 93463	\$0.00
ANN MARION BRADY	10437 E WATFORD WAY	SUN LAKES, AZ 85248	\$0.00
DEREK K. HUNTER	15 BLUE RIDGE LANE	WOODSIDE, CA 94062-250	\$0.00
RAY PRESCOTT	58436 RIVER RD	COQUILLE, OR 97423	\$0.00
CHARLES RUBY JR.	654 SAUSALITO BLVD.	SAUSALITO, CA 94965	\$0.00
JESSIE THOMPSON C/O SCOTT N. THOMPSON	14152 LIVINGSTON ST.	TUSTIN, CA 92780	\$0.00
SURVIVOR'S TRUST OF THE LEMBESIS TRUST DTD 12-13-88, ANTHANASIA LEMBESIS, TRSTE	7848 11TH STREET	BUENA PARK, CA 90621	\$0.00
CARALEE DEAN IVERSON	175 CAMILLE CT	ALAMO, CA 94507	\$0.00
KATHLEEN WETZEL CLIFT	6722 HORSESHOE RD.	ORANGE, CA 92869	\$0.00

Names	Street Address	City, State, Zip	Cure Amount
ROBERT A. & MARILLYN PESTOLESI TRUSTEES OF THE PESTOLESI TRUST	8566 Trinity Circle # 819-B	Huntington Beach, CA 92646	\$0.00
DAVID H. STERN TRUST	4640 Admiralty Way, Suite 700	MARINA DEL REY, CA 90292	\$0.00
JOHN L. STERN	2330 WESTWOOD BLVD. STE 104	LOS ANGELES, CA 90064-212	\$0.00
JANET PIERCE BOSTIC	1900 N. TORREY PINES SUITE 124	LAS VEGAS, NV 89108-2655	\$0.00
ARTHUR LEONARD TUGGY	350 E. COLE AVENUE	WHEATON, IL 60187	\$0.00
TERRY MICHAEL NORMAN TRUSTEE	3805 Churchill Drive	Lake Havasu City, AZ 86406	\$0.00
BARKLEY WALLACE DEAN	12 CHATTANOOGA	SAN FRANCISCO, CA 94114	\$0.00
THOMAS J. WETZEL	2224 Littler Lane #3	Lake Havasu City, AZ 86406	\$0.00
Jennifer S. Hart	38200 SE Lusted Rd.	Boring, OR 97009	\$0.00
MARY DOMONOSKE DOHERTY TRUST dated 3/21/2005	741 W. 11th Street	Claremont, CA 91711	\$0.00
Agua Tibia Ranch	P.O. BOX 578	Pauma Valley, CA 92061	\$0.00
NICHOLAS JOHN LYPPS	158 MYSTERY LANE	GUNNISON, CO 81230	\$0.00
JANE ELIZABETH ALLEN	2683 ALAMEDA CIRCLE	CARLSBAD, CA 92009	\$0.00
AUDREY OXANDABOURE	3201 PLUMAS ST APT 321	RENO, NV 89509-4769	\$0.00
NINA INGHAM C/O VIRGINIA ANDRADE	7600 LOWER RIVER RD	GRANTS PASS, OR 97526	\$0.00
JOAN M. LEWIS	1711 Askam Lane	Los Altos, CA 94024	\$0.00
ROBERT EMIL WETZEL	1419 KEEGAN ST.	SANTA ANA, CA 92705	\$0.00
FRANCES JONES EDWARDS	4458 SANTA RITA ROAD	RICHMOND, CA 94803-2311	\$0.00
DORIS MAUSSNEST	11030 5TH AVE. NE #206	SEATTLE, WA 98125	\$0.00
MAXINE M. GOODY	1510 SAN LORENZO AVENUE	BERKLEY, CA 94707-182	\$0.00
VIRGINIA MAE EDWARDS	P.O. BOX 3154	WICKENBURG, AZ 85358-3154	\$0.00
AMELIA CHAVEZ TRUSTEE OF THE AMELIA CHAVEZ REVOCABLE TRUST	1922 Fullerton Avenue, Apy. 101	Corona, CA 92881	\$0.00
NINA NINA INGHAM FAMILY TRUST	7600 LOWER RIVER RD.	GRANTS PASS, OR 97526	\$0.00
MAXINE MAUSSNEST GOODY	1510 SAN LORENZO AVE.	BERKELY, CA 94707	\$0.00
CAROL ACKERMAN BARNES	31510 LAUREL RIDGE	VALLEY CENTER, CA 92082-5040	\$0.00
VANCE BURCHAM	30385 CHANNEL WAY DR.	CANYON LAKE, CA 92587	\$0.00
WILLIAM PAUL BLAIR	1946 SAN PASQUAL ST.	PASADENA, CA 91107	\$0.00
THE HUNTER LIVING TRUST DTD 10/19/90 KENNETH H. HUNTER JR., TRUSTEE	P.O. BOX 5275	SANTA BARBARA, CA 93150	\$0.00
GARY BURCHAM	810 EAST WALNUT AVENUE	BURBANK, CA 91501	\$0.00
RONALD D. LE PAGE	23592 VIA BREVE	MISSION VIEJO, CA 92691	\$0.00
GORDON LE PAGE	25886 ANZIO WAY	VALENCIA, CA 91355	\$0.00
PATRICIA ANN PAIONI	18004 RIVER CIRCLE UNIT #3	CANYON COUNTRY, CA 91351	\$0.00
IDA DIBOS DE MALAGA C/O MIGUEL PLAZA MALAGA	P.O. BOX 423-526350	MIAMI, FL 33152-6350	\$0.00
THERESA CHAPPUIS DE SOLIS	JR. CANTA 233 LIMA 13	LIMA, PERU	\$0.00
IVONNE DIBOS DE ORLANDINI	LOS ALAMOS 441-SAN ISIDRO LIMA 27	LIMA, PERU	\$0.00
TINA L. THRASHER	17842 SOUTH MOUNTAIN ROAD	SANTA PAULA, CA 93060	\$0.00
JULIE CHAPPIUS	1955 UNION PL #F-98	COLUMBIA, TN 38401	\$0.00
KIMBERLY A. GRAVES	3939 W. WINDMILLS BLVD. #1007	CHANDLER, AZ 85226	\$0.00
LISA L. PETERSON	2856 RUTGERS AVENUE	LONG BEACH, CA 90815	\$0.00
VINTAGE PETROLEUM, INC.	110 W. SEVENTH ST.	TULSA, OK 74119	\$0.00
PATRICIA FERN WETZEL or JULIE ANNE McKEMY	577 Albertson Av	Covina, CA 91723	\$0.00
LAOR LIQUIDATION ASSOC	4640 Admiralty Way, Suite 700	Marina Del Rey, CA 90292	\$0.00
LESLIE PATRICIA LESLIE PATRICIA MCLAUGHLIN EST. C/O BILL MCLAUGHLIN	633 GRELE AVENUE	LEWISTON, ID 83501	\$0.00
Crow Creek Energy L.L.C.	Department 2168	Tulsa, OK 74182	\$0.00
MARY E. DOHERTY	1299 GREENVALE CIRCLE	UPLAND, CA 91784	\$0.00
MATILDA SULLIVAN	419 WYCLIFF COURT	MELBOURNE, FL 32934-803	\$0.00
LAOR LIQUIDATING ASSOC.	4640 Admiralty Way, Suite 700	Marina Del Rey, CA 90292	\$0.00
ROYALTY DISTRIBUTORS NICOLAI ET AL ACCOUNT	P.O. BOX 80375	PHOENIX, AZ 85060-0375	\$0.00
KENNETH H. HUNTER	PO BOX 5275	SANTA BARBARA, CA 93150	\$0.00
SAN FRANCISCO OIL COMPANY C/O WILSHIRE OIL COMPANY	200 NORTH HARVEY , STE 717	OKLAHOMA CITY, OK 73102	\$0.00
		<b>Total</b>	<b>\$75,697.26</b>



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